

EXHIBIT 1

Phone
(409)838-6251

Fax
(409)838-1108

LOUIS DREYFUS CORPORATION

1745 Buford Street
Beaumont, Texas 77701

I. BERTH APPLICATION

RE: VESSEL Helena

In accordance with the Beaumont Elevator Grain Tariff No. 12, Item No. 26, we hereby make written application this 27 day of February, 2014 for the grain loading berth. We submit the following documents as proof of subject vessel's readiness to load and certify that in fact the vessel is in all respects ready to receive its intended cargo and in position and condition to expeditiously shift to the berth when ordered.

II. APPLICANT STATES THAT VESSEL, AT THE TIME OF THIS APPLICATION:

1. Has been entered at the United States Customs House.
2. Is of the Bulk Carrier type with a GRT of 42,647.
(Bulk Carrier, Tanker, etc)

III. APPLICANT AGREES:

1. We are agents for owner or operator of the above named vessel and that payment of applicable charges for such vessel will be made by cash advance in amount shown in Section IV not to exceed 125% of the total estimated charges.
2. That we have in our possession a current copy of LDC's published grain tariff and stipulate that the vessel, its owner(s) or operator(s) are bound by all provisions of it.
3. The undersigned agent warrants that he has authority to execute this berth application on behalf of the vessel, its owner(s)/operator(s).
4. The undersigned agrees that master will sign clean mates receipt upon completion of loading.
5. To supply elevator with two copies each of National Cargo Bureau Certificate and F.G.I.S. Certificate showing vessel is passed to load in all compartments intended to be used for grain cargo. Applicant will also furnish supplier with copy of completed cargo plan and copy of statement of facts covering loading.
6. To supply elevator with two copies of "Gas Free" Certificate when applicable.
7. To supply elevator one copy of Letter of Authorization issued by the Master to the Vessel's agent for the signing Bills of Lading on his behalf.
8. To supply elevator one copy of written authorization from the Master permitting fumigation of the cargo.
9. Certification that Flannigan Stevedores have been appointed to load the vessel and that adequate funds are in hand to guarantee prompt payment of Stevedore and elevator charges.
10. Evidence to the effect that the vessel has been tendered to and accepted by the Charterer.

This is to confirm that this application constitutes a contract between the elevator operator, Port of Beaumont and our office as representatives of the Owners/Charterers and/or Operators and that we agree to abide by all rules and regulations contained within the Beaumont Elevator Grain Tariff and the Port of Beaumont Tariff No. 4-1, and further, that the undersigned remain fully responsible for the payment of all charges as outlined in these stated tariffs.

In the event said vessel needs to use another wharf in the Port of Beaumont, or any portion thereof, other than the Beaumont Elevator Grain Dock, prior arrangements will be made with Port of Beaumont Operations Department.

Blue Water Shipping
Agency
[Signature]
Authorized Representative of the Agency

Subject to confirmation that Letter of Credit and Import License are operable, application is approved effective 3/01/2014 @ 09:00.

Signed K. Lowery

EXHIBIT 2

Louis Dreyfus Corporation

Grain Tariff

(supersedes all previous LDC tariffs)

Rates, Rules and Regulations Governing the Louis Dreyfus Corporation Beaumont Export Elevator Beaumont, Texas

Operated by
Louis Dreyfus Corporation, LESSEE

Issued: September 13, 2002
Revised: March 18, 2004
August 18, 2005
February 23, 2007
January 11, 2010

Section I
Revised 01/11/2010

Section I – General Terms and Conditions

Item No. 1 – Description of Facilities

Elevator Location: 1745 Buford Street, Beaumont, Texas, 77701, within the confines of the Port of Beaumont, on the Neches River, Jefferson, County, Texas.

Elevator Storage Capacity: 3,606,000 Bushels

Rail Facilities: Switching at the Port of Beaumont is provided by Trans Global Solutions (TGS). The Port is served by the Burlington Northern Santa Fe Railway, Kansas City Southern Lines, and the Union Pacific Railway Company.

Elevator service tracks can hold 295 cars.

Unloading: Two (2) hopper bottom car pits with a capacity of fifteen (15) hoppers per hour.

The elevator is unable to unload air-flow hoppers designed for pneumatic unloading, gondolas with solid bottoms, tank cars or Class L special type cars.

Loading: Hopper cars only, six (6) cars per hour.

Truck Facilities: The Elevator has a staging area with a capacity of approximately 80 trucks.

Unloading: Two (2) covered hydraulic lift truck dumps with a capacity of twelve (12) trucks per hour.

The Elevator can unload trucks with a maximum length of sixty (60) feet from front axle to rear axle and a maximum weight of 100,000 gross pounds.

Section I

Revised 01/11/2010

Loading:	One (1) loading spout with a capacity of 4,000 bushels per hour. The Elevator is able to load open-top Trucks.
Vessel Facilities:	The Elevator is located on the Neches River, approximately 42 miles (68 kms) from the sea bouy. Horizontal clearance at the Martin Luther King Bridge is 136 feet (41.4 meters) at mean high water. The River currents are normally negligible.
Berth:	The Elevator berth is approximately <u>1000 ft</u> long (304.8 meters) plus. The water draft at the berth is 39 ft 6 inches (12.04 meters) mean tide, estimated, no guarantee implied. Water has variable density, normally fresh.
Loading:	The Elevator can load approximately 55,000 bushels (1,497 metric tons) per hour through three (3) Buhler automated gantry-type telescopic spouts. The Gantry Control Operator controls all spout movements.
Unloading:	There are no facilities at the Elevator for the discharge of ocean vessels.
Barge Facilities:	The same facilities exist for loading barges as for ocean-going vessels. No equipment exists for barge discharging.

Item No. 2 – Ownership of the Elevator

The Beaumont Elevator is the property of the Port of Beaumont Navigation District of Jefferson County. The elevator was constructed in 1965 and has been continuously modified and upgraded. The most recent improvements totaling nearly \$10 million were completed in 2002. On December 21, 1999, Louis Dreyfus Corporation (LDC) became the Operator of the elevator through a lease arrangement with the Port of Beaumont.

Section I
Revised 01/11/2010

Item No. 3 – Grain

The term “grain” when used in this tariff shall mean all commodities defined as grain, except for sunflowers, in the regulations promulgated by the Secretary of Agriculture under the United States Warehouse Act.

Rates quoted in this tariff apply only to wheat, corn, grain sorghum and soybeans. Rates to cover handling, storage and/or treating of other commodities will be supplied by LDC upon request.

Item No. 4 – Application of Tariff

- A.) This tariff, published and filed by LDC, in accordance with legal requirements, is due notice to the general public, shippers, and carriers that the rates, rules, and regulations apply to all general traffic without specific notice, quotation to or arrangement with either shippers or carriers. LDC shall be the sole judge of the interpretation of this tariff. The use of facilities and services, as mentioned herein, shall constitute consent to the terms and conditions of this tariff, and evidence of an agreement on the part of all users of such facilities and services to pay all charges specified herein, and to be governed by all rules and regulations in this tariff.
- B.) The rates, rules, and regulations contained in this tariff shall apply equally to all users of the Elevator and grain shall be received, stored, and handled subject to the provisions of this tariff.
- C.) LDC may enter into written contracts with the United States of America or any agency thereof, providing for storage and service rates other than the storage and service rates provided herein. This shall be only applicable to grain, or a commodity defined in any such contract as grain, in which the United States of America, or the agency thereof contracting with LDC, has an interest.
- D.) LDC may enter into a written contract with any person, firm or corporation on terms and conditions and for storage and service charges other than as set forth in this tariff, provided that such person, firm or corporation makes certain guarantees with respect to volume or otherwise. LDC will enter in similar contracts on an equal basis with any other person, firm or corporation subject to the handling capacity of the Elevator.
- E.) LDC will undertake to furnish all services and/or facilities specified in this tariff with reasonable promptness.

Section I

Revised 01/11/2010

F.) The most recent revised LDC Grain Tariff supersedes all previous LDC Grain Tariffs and takes precedence over The Port of Beaumont's Tariff #006. In the event that any item or circumstance arises that is not addressed in the LDC Grain Tariff, the Port of Beaumont's Tariff #006 will be applicable.

G.) A security surcharge will be assessed against and collected from all vessels, Barges and cargo interests utilizing services or facilities at the Port of Beaumont in accordance with the notice filed with the Federal Maritime Commission by the Gulf Seaports Marine Terminal Conference.

The security surcharge is assessed to recover costs incurred for security assessments, security plans, equipment purchase, installation and maintenance and staffing required implementing and maintaining surveillance and access controls mandated by the Maritime transportation Security Act of 2002 and U.S. Coast Guard regulation 33 CFR 105.

The security surcharge will be assessed against vessels and barges as a percentage of the total dockage charged and as a tonnage fee against cargo. The rates for these security fees will be those published in the Port of Beaumont's Tariff #006. These fees will be collected by LDC or the Port of Beaumont by direct invoicing to the vessel's agent.

Item No. 5 – Responsibility for Loss

LDC will not be responsible for any loss or damage to grain while in storage or being handled from any cause whatsoever, including but not limited to, flood, frost, heating, dampness, leakage, the elements, evaporation, natural shrinkage, wastage or decay, animals, birds, rodents, insects, leakage or discharge from sprinklers or fire protection systems, collapse of buildings or structures, breakdown of plant, machinery or equipment, or by floats, bumpers, logs or pilings required in breasting vessels away from the wharf.

LDC shall not be responsible for any loss, damage or delay arising from war, insurrection, Acts of God, shortage of labor, combination, riots or strikes of any persons in its employ or in the service of others or from any consequence arising therefrom, or from any cause not reasonably within its control, except where such loss or damage is solely a result of negligence on the part of LDC.

LDC shall not be responsible for any special or consequential damages suffered by any party including, but not limited to, demurrage, detention, loss of despatch time, or inability to fulfill contracts with third parties.

Section I

Revised 01/11/2010

Item No. 6 – Receipt of Grain

All grain will be received, stored, handled, and loaded from the Elevator subject to the rules, conditions and charges provided in this tariff. All rates and charges published in this tariff cover work performed on a straight time basis. Overtime work will only be performed as hereinafter provided.

All grain received is considered to be deposited for storage in accordance with the U.S. Warehouse Act unless the owner of the grain or his agent requests otherwise prior to the time of the receipt of the grain and LDC agrees thereto. This tariff is subject to the regulations for Grain Warehousemen promulgated by the Secretary of Agriculture under and pursuant to the U.S. Warehouse Act.

Item No. 7 – Insurance

LDC will provide fire and extended coverage insurance for the market value of grain stored in the Elevator and in railroad cars on railroad tracks adjacent to and within one hundred yards of the Elevator. The cost of such insurance is included in the rate for receiving grain as enumerated in Section III, Item No. 1 A.) and B.). This insurance coverage shall not include any freight, demurrage, storage or other charges that may have accrued prior to or subsequent to the date of unloading of the grain.

Item No. 8 – Sampling and Inspection

All grain received into the Elevator must be sampled and inspected before being received into the Elevator. Such sampling and inspection must be performed by representatives of the USDA or by a private inspection agency as designated by the owner of the grain and approved by LDC.

All grain being loaded out of the Elevator for export must be sampled and inspected by representatives of the USDA.

All fees for sampling and inspection are in addition to the charges specified in this tariff and may be assessed directly against the owner of the grain, but if such charges are assessed to or directly paid by LDC, such payment shall be for the account of the owner of the grain.

Item No. 9 – Weighing

All grain received into the Elevator must be weighed on the Elevator scales under the supervision of a state licensed Public Weigher employed by or under the supervision of LDC.

Section I

Revised 01/11/2010

All grain being loaded out of the Elevator for export must be weighed by a licensed Public Weigher and supervised by representatives of the USDA.

All fees for weighing are in addition to the charges specified in this tariff and may be assessed directly against the owner of the grain, but if such charges are assessed to or directly paid by LDC, such payment shall be for the account of the owner of the grain.

Item No. 10 – Storage and Binning

In the absence of specific instructions for special binning, grain will be commingled in bins containing the same kind and grade of grain regardless of ownership.

Upon request by the owner of the grain, LDC may agree to store grain in special bins ("Identity Preserved"). In such case, charges which are negotiated between LDC and the owner of the grain, will apply rather than the regular tariff charges.

The grain depositor acknowledges that minimal weight losses arise from the handling process (shrink) and that such loss, not exceeding .25% of the total weighed volume received shall be deducted from the official or certified weights.

Item No. 11 – Transferring, Turning, and Cleaning of Grain

The transferring, turning, or cleaning of grain will be performed when requested by the owner of the grain and agreed to by LDC, or as deemed necessary by LDC without prior knowledge or consent of the owner of the grain at the rates specified in this tariff. All expenses of such operations are for the account of the owner of the grain.

Any shrinkage or loss in weight, protein or grade resulting from transferring, turning, or cleaning of grain shall be borne by the owner of the grain.

Item No. 12 – Infested Grain

LDC reserves the right to refuse to accept or unload grain infested by insects until such grain is fumigated to the satisfaction of LDC. The cost of such fumigation shall be for the account of the owner of the grain.

Section I

Revised 01/11/2010

Fumigation of infested grain in the Elevator will be performed when requested by the owner of the grain and agreed to by LDC, or as deemed necessary by LDC without prior knowledge or consent of the owner of the grain at the rates specified in this tariff. All expenses of such fumigation shall be for the account of the owner of the grain.

Item No. 13 – Unmerchantable or Out of Condition Grain

LDC reserves the right to refuse any grain which, in its judgement, is unmerchantable or unfit to be received and stored in the Elevator. If LDC elects to receive such unmerchantable or unfit grain into the Elevator, all charges shall be set by LDC taking the actual condition of the grain into account.

If any grain becomes infested or otherwise goes out of condition while in store, LDC reserves the right to terminate storage and to order the removal of such grain. If such grain is not removed within the time specified in the Notice to Remove, LDC shall have the right to remove and dispose of such grain at the expense of the owner of the grain.

Item No 14– Warehouse Receipts

Warehouse receipts will be issued, upon request, at the time the grain is received. Grain will be delivered only upon written instructions from the owner of the grain, surrender of the warehouse receipt(s), properly endorsed, and payment of all accrued charges on the grain.

Item No. 15 – Payment of Charges

All invoices issued by the LDC are due and payable upon presentation to vessels, their agents, or any other firms, persons or corporations utilizing an LDC owned or operated facility. Any invoice issued by LDC, which is unpaid thirty (30) days from the date the invoice was issued, shall be considered to be delinquent. Any invoices that are or become delinquent on or after thirty (30) days will be assessed an interest charge of twelve (12%) percent per annum of the amount of the invoice and shall be due and owing from the date of delinquency until paid. Such interest charges shall be calculated on a per annum basis of three hundred sixty five (365) days.

Additionally, should it become necessary for LDC to file suit to collect any delinquent invoices or to enforce any provision of this tariff, the party not prevailing from such suit shall be obligated to pay reasonable attorney fees incurred by the prevailing party.

Section I
Revised 01/11/2010

Item No. 16 – Sequence of Unloading

To the extent practicable, all rail cars and trucks will be unloaded in the order in which they arrive at the Elevator. However, LDC reserves the right to alter the unloading sequence at any time when in LDC's opinion such alteration would be in the best interest of the Elevator's efficient operation.

Item No. 17 – Owner's Liability

All grain, from the time it is received into the Elevator until it is delivered therefrom, is placed in the Elevator at the owner's risk of depreciation in quality and loss in weight from any causes whatsoever that could not have been avoided by the exercise of a degree of care which a reasonably careful owner would exercise under similar conditions and circumstances.

Item No. 18 – Liability for Property Damage

All users of any of the Elevator facilities shall be held responsible for any and all damage to the property occasioned by them. Any such damage shall be repaired and the costs of such repairs shall be for the account of the person responsible for the damage.

Repairs may be made by contract, in which instance the actual cost to LDC will be invoiced to the responsible party. For repairs performed by LDC repairs made be made by LDC, the cost of labor and materials plus twenty (20) percent will be invoiced to the responsible party.

Item No. 19 – Holidays

With regard to this tariff, the following days shall be designated as holidays:

New Year's Eve Day	Labor Day
New Year's Day	Columbus Day
Martin Luther King Day	Veterans Day
President's Day	Thanksgiving Day Eve
Good Friday	Thanksgiving Day
Easter Sunday	Christmas Eve Day
Memorial Day	Christmas Day
July Fourth	

Section I/II

Revised 01/11/2010

If a holiday occurs on a Saturday, the preceding Friday shall be deemed a holiday. If a holiday occurs on a Sunday, the following Monday shall be deemed a holiday.

Item No 20 – Straight Time Hours

Straight time hours are 0700 hours to 1200 hours and 1300 hours to 1600 hours, Monday through Friday, holidays excepted.

If labor is called for a straight time period, there will be a four (4) hour minimum elevator work guarantee for each ordering period.

Item No. 21 – Overtime Hours

Overtime shall be considered to be any hours per day in excess of 8 hours on Weekdays (Mon-Fri), Saturday, Sundays, or holidays as defined herein, Section I, Item No. 19.

If labor is called for an overtime period, there will be a four (4) hour minimum elevator work guarantee for each ordering period.

Whenever, in LDC's judgement, it shall be deemed necessary to perform any services or operations on overtime, LDC reserves the right to perform such services or operations and all costs for such shall be for the account of the owner of the grain.

LDC reserves the right to refuse to work overtime even though such has been requested by the owner of the grain.

Section II – Vessel Terms and Conditions

Item No 1 - Definition of Vessel

Wherever the word "vessel" appears in this tariff, it shall mean only a dry cargo self-trimming bulk carrier of a type customarily engaged in the carriage of grain. Other types of vessels will only be accepted for loading at the discretion of LDC and under such terms, conditions, and rates as are negotiated in each instance.

Section II

Revised 01/11/2010

Item No. 2 – Berth Application/Notice of Readiness

Prior to occupying a berth at the Elevator, the vessel must apply to LDC to receive permission to occupy the berth via an LDC Berth Application. The vessel shall be considered ready to load once the application has been signed by LDC and returned to the vessel's agent and the Notice of Readiness (NOR) has been tendered to LDC, or LDC's designated representative, and accepted.

The filing of such berth application and supporting certificates shall constitute an agreement that the Master, owner's manager, operator or other duly authorized representative of the vessel shall deliver to LDC a signed, written Mate's Receipt acknowledging the quantity received onboard according to the Elevator's description and tally with no qualifications whatsoever.

Also, the filing of such berth application and its acceptance by LDC shall constitute a contract between LDC and the vessel and/or her owners and/or her agents confirming their agreement to abide by the rules, regulations and rates of this tariff.

Whenever one or more vessels are waiting to load or whenever the elevator is declared by its management to be threatened with congestion, the elevator management, in its sole discretion, may require a vessel to work overtime at the vessel's expense. Any vessel, their owner's or charterer's, refusing to work overtime at their expense shall vacate the Elevator berth on order of the Elevator Manager and will again be placed on turn at his discretion. Any ship or barge, her owner's or charterer's, failing to timely vacate the elevator berth when so ordered shall be subject to payment of additional dockage charges at the rate of \$1000.00 per hour or fraction thereof.

Subject to the provisions set forth below, vessels shall be assigned a berth for the purpose of loading grain in the order in which they file the following documents with LDC:

(A.) A properly executed LDC berth application form, as provided by and filed with LDC, along with appropriate advance funds as determined by LDC Management.

(B.) A National Cargo Bureau Certificate of Readiness indicating that the vessel's holds have been prepared in accordance with the Regulations of the United States Coast Guard and the Code of Federal Regulations so far as applicable, and in accordance with the recommendations of National Cargo Bureau, Inc.

Section II

Revised 01/11/2010

(C.)A USDA Stowage Examination Worksheet indicating that the holds in which grain is to be loaded are found to be substantially clean, dry, free of insect infestation, and suitable to maintain the quality of the grain.

(D.)Evidence that the vessel has been entered at the United States Customs House.

(E.)Evidence that the vessel has been tendered to and accepted by the charterer or his agent.

(F.)The tendering of a Notice of Readiness (NOR) to LDC, or LDC's designated representative.

(G.)Any other documentation that may be required by law, custom, regulation or elevator rules.

(H.)After being accepted into the Elevator loading line-up or during the course of loading, the Vessel shall maintain in a "current" status, without lapses, all of the above mentioned items in Section II, Item 2, A through G. Failure to maintain this status may result in the berth Application and NOR being canceled, and the vessel subsequently being ordered to vacate the berth or lose it's position in the loading rotation.

Item No. 3 – Tug Assistance

All vessels docking or undocking at the Elevator shall be required to use tug assistance in these operations. LDC, at its sole discretion, may waive this requirement upon request.

Item No. 4 – Loading Rotation

All vessels shall be loaded in the order in which they have filed a berth application with LDC. However, LDC, at its sole discretion, may alter the loading rotation of any vessel for the convenience and efficient operation of the Elevator.

Section II

Revised 01/11/2010

Item No. 5 – Reinspection

Despite the issuance of the certificates described in Section II, Item No. 2, LDC, at its sole discretion, may require, either before or during loading, a reinspection of the vessel by the USDA to replace the original certificates.

Additionally, LDC may require certification from a competent and acceptable marine chemist or laboratory that all compartments designated for receiving grain are free from any unsafe or contaminating gases or odors.

Should the vessel be determined to be unsuitable for loading upon such reinspection, LDC reserves the right, in its sole discretion, to withdraw the berth assignment for such vessel, or if the vessel is in berth, to order the vessel to vacate the berth.

Item No. 6 – Overtime Work

LDC, at its sole discretion, may require a vessel to work overtime at the vessel's expense at any time. Any vessel which refuses to work such overtime shall vacate the berth in favor of the next vessel which is willing to work overtime. Vessels which request overtime work shall do so no later than 1300 hours of the day preceding the last straight time work day prior to the start of the requested overtime period.

Item No. 7 – Liability and Indemnification

All vessels, their owners and/or their agents, shall be liable for all damages resulting from their use of the Elevator facilities. LDC reserves the right to repair or contract for repair of such damages in accordance with Section I, Item No. 18 of this tariff. LDC reserves the right to detain any vessel responsible for any damage until security acceptable to LDC has been given in the amount of the damage.

All vessels, their owners and/or their agents, agree to indemnify and hold LDC harmless from and against all losses, claims, demands, and suits for damages, including death and personal injury, and including all court costs and attorney's fees incident to or resulting from their operations at the Elevator and use of the Elevator's facilities.

Section II

Revised 01/11/2010

Item No. 8 – Notice to Vacate the Berth and Liquidated Damages

Whenever a vessel is unable to load, refuses to load, or for any other reason is unable or unwilling to receive cargo, LDC may cancel the NOR and/or the Berth Application and subsequently order the vessel to vacate the berth within one (1) hour after such notice is delivered to the master, mate or agent of the vessel. Upon receipt of such notice the master shall sign, or cause to be signed, a clean Mate's Receipt with no notations whatsoever for the amount of cargo on board at that time.

If the vessel refuses or fails to vacate the berth within one (1) hour after receipt of such notice, LDC shall be entitled to charge and recover as liquidated damages \$2,500.00 per hour, or fraction thereof, that the vessel remains in berth. Application for, and use of, the berth shall constitute agreement of the vessel that the aforementioned amount of liquidated damages accurately represents the loss to LDC from its inability to use the berth for loading.

LDC's right to recover liquidated damages shall not impair its right to compel removal of the vessel from the berth by any lawful means, nor constitute a waiver by LDC of any greater actual damages (including special or consequential damages) it may have sustained as a result of the vessel's refusal to vacate the berth.

If the vessel fails or refuses to vacate the berth when ordered by LDC, dockage charges in accordance with Section III, Item No. 6 of this tariff shall continue to accrue.

If the vessel fails or refuses to vacate the berth when ordered by LDC, LDC may cause removal of the vessel by any lawful means and LDC shall be entitled to recover all expenses incurred in doing so from the vessel and/or its agents. LDC shall not be responsible for any damage to or loss incurred by the vessel in the course of removing the vessel from the berth in accordance with the pertinent provisions of this tariff.

Vessels shall promptly vacate the berth after the completion of loading. Any delays in vacating the berth shall be subject to the terms and conditions defined herein Section II, Item No. 8 (pertaining to liquidated damages, etc.).

Section II
Revised 01/11/2010

Item No. 9 – Strikes

If a strike or other labor disturbance (whether by the vessel's crew or otherwise) involving a vessel at the berth or waiting for the berth will, in the sole judgement of LDC, impede operations at the Elevator, LDC may order such vessel to vacate the berth or refuse to accept it at the berth. If the vessel refuses to vacate the berth, it will be liable for liquidated damages in accordance with Section 2, Item No. 8.

Item No. 10 – Loading

Immediately upon berthing and at all times, the vessel shall provide and/or maintain a safe and adequate gangway from the vessel to the dock, adequate lighting equipment and appropriate officers and crew aboard to permit loading of cargo on any day and at any time of the day or night. Vessels in the berth shall maintain taut lines at all times in order to avoid damage and injury to Elevator personnel and property.

The Elevator can provide a gangway for the vessel when so requested by the vessel's agent. A charge of \$1,000 to set and remove the gangway with Elevator labor will be assessed to the vessel's via the vessel's agent.

The owners, operators, master and/or agents of the vessel shall insure that the vessel will be loaded in such a manner that it will remain in seaworthy trim throughout the loading in order to permit shifting out of the berth should such become necessary.

Item No. 11 – Repair Work

There shall be no work or repairs of any kind to a vessel in the berth where such work or repairs may involve welding, burning, scraping or any "hot work" where there may be a possibility of sparks without the express written consent of LDC. If LDC approves such work, a gas free certificate issued by a competent marine chemist must be obtained and filed with LDC prior to the commencement of work.

Item No. 12 – Bunkering and Supplies

Bunkering or loading of any other materials while the vessel is at the berth is prohibited without the express written consent of LDC. The vessel or its agent must make its request for bunkering at least twenty-four (24) hours prior to berthing by submitting a request for bunkering or supplies in writing to LDC Management.

Section II

Revised 01/11/2010

Should any vessel which is berthed at the Elevator take on bunkers or supplies without receiving consent of LDC, the vessel and/or its agents shall be liable for a wharfage fee in the amount of \$5,000.00 per day for the duration of the time that the vessel occupies the berth.

Item No. 13 – Loading Delays

In order to minimize or avert delays on loading, vessels at the Elevator berth shall be subject to standby charges in accordance with Section III, Item No. 8 of this tariff in the specific delay situations described below:

A.) Ballasting/Air Draft

Prior to the vessel's arrival at the loading berth, Elevator management will inform the vessel's agent that the vessel must arrive not exceeding a prescribed air draft limitation (water line to top of hatch combing).

The vessel shall adjust ballast appropriately **in advance** so that loading and completions will not be delayed nor such condition unreasonably interfering with the loading process.

B.) Opening/Closing of Hatches

A vessel has fifteen (15) minutes to open all hatches and be load-ready after the hour for which labor has been called. Those vessels whose equipment does not permit opening of the hatches within fifteen (15) minutes must open their hatches prior to the labor call and be ready to load within fifteen (15) minutes after the hour for which labor has been called. Any delays, which occur because the vessel's hatches are not open within fifteen (15) minutes after the hour for which labor has been called, will subject the vessel to standby charges in accordance with this tariff.

C.) Delaying the Loading Process

The Vessel shall not unduly delay the progression of the loading of the Vessel in a safe and expeditious manner by the Stevedore. Any such delays can result in the Elevator placing the Vessel on notice and standby charges in accordance with this Tariff being invoked.

D.) Checkpoints

At the end of loading or near completion of loading, a vessel is allowed one fifteen (15) minute period for the purpose of checking draft, stability, and any other factors necessary to determine the exact cargo to be loaded. Any delays, which are caused by the vessel using more than one (1) fifteen (15) minute period for checking draft, stability, etc., will subject the vessel to standby charges in accordance with this tariff.

Section II

Revised 01/11/2010

Item No. 14 – Shifting

LDC may at any time order a vessel to shift from the berth, or along the berth, to accommodate another vessel, to better receive cargo or for any other reason whatsoever. The cost of such shifting, both to and from the berth, and along the berth, shall be at the sole expense of the vessel.

During docking, undocking, shifting and while the vessel is lying in the berth, the vessel shall provide adequate tug assistance at its own expense to assure the safety of the wharf and related Elevator facilities, the vessel and other vessels in the vicinity.

In order to minimize or avert delays in loading, the vessel will be allowed a maximum of thirty (30) minutes to shift after receiving such order from LDC. Any delays, which are caused by the vessel taking more than thirty (30) minutes to shift, shall subject the vessel to standby charges in accordance with this tariff.

Vessels will not be allowed to shift on lines between the Carroll Street Dock and the Elevator Dock. Under certain conditions, the Port of Beaumont Operations Manager and the Elevator Manager may agree to allow this process.

Item No. 15 – Stevedoring

Unless LDC is requested/obligated to perform the lading services, all vessels, prior to berthing, shall have engaged a stevedoring company, which has entered into and is currently in compliance with LDC's standard stevedoring agreement. Application for such stevedoring agreement can be obtained from the elevator office.

LDC reserves the right to refuse berthing to any vessel if this condition has not been fulfilled, and also reserves the right to remove a vessel from the berth if a vessel appointed stevedore breaches the rules of the stevedoring agreement, and/or the rules set forth in the stevedoring agreement of access and operations.

As detailed in the stevedoring agreement, stevedores must furnish and maintain in a current status, certificates of insurance on Workmen's Compensation and Employee's Liability, Comprehensive General Liability, and U.S. Longshoremen and Harbor Workers Act.

A rejection of application or revocation of the stevedoring agreement will result from failure of the stevedoring company to comply with the rules of this tariff and/or LDC's standard stevedoring agreement.

Section II/III

Revised 01/11/2010

Stevedores are responsible for cleaning of the vessel and work areas within one (1) hour of the completion of loading and keeping such areas in a safe, clean condition. Failure to do so will result in LDC performing this work and the cost shall be charged to the stevedore which created or left the area in an unacceptable condition. Equipment utilized by the stevedore shall be stored and maintained neatly in an area designated by LDC.

Stevedores shall provide LDC with a pre-loading stowage plan prior to the commencement of the loading of the vessel and a final stowage plan upon completion.

The stevedore shall pay any charges for facility use, maintenance, and repair which shall be assessed in accordance with this tariff in advance of the actual work if so requested by LDC.

Section III – Rates and Charges**Item No. 1 - Receiving and Delivering Grain**

- A.) Receiving from trucks\$0.07per bushel
- B.) Receiving from railcars\$0.07 per bushel
- C.) Delivering to trucks or railcars\$0.06per bushel
- D.) Delivering to self-trimming
bulk carrier vessel\$0.05 per bushel
- E.) Delivery to other vessels \$0.06 per bushel

Item No. 2 – Storage

Storage shall be charged at the rate of \$0.0015 per bushel per day. Storage charges shall commence on the first day following receipt of grain into the elevator and shall be charged for each calendar day, or fraction thereof, that the grain remains in the Elevator.

Item No. 3 – Treating, Cleaning and Turning

- A.) Treating grain for infestation\$0.03 per bushel
- B.) Cleaning grain\$0.05 per bushel
Note: any screenings generated by cleaning of grain shall be the property of the owner of the grain and shall be subject to terms of this tariff. Also any loss in weight resulting from cleaning grain shall be for the account of the owner of the grain.
- C.) Turning grain\$0.03 per bushel

Section III
Revised 01/11/2010

Item No.4 – Minimum Elevator Call-Out

Whenever LDC has scheduled labor based on the scheduled berthing of a vessel/barge for loading, and for any and all reasons not to the fault of the elevator, the vessel fails to arrive or can not load cargo, the vessel shall be responsible for all costs associated with the failure to load. This includes expenses for any USDA inspectors, longshore and stevedore's expense, and a four-hour call out charge of \$600 per hour for Elevator labor.

Item No. 5 – Overtime

Overtime shall be considered any hours of operations in excess of 8 hours on weekdays, Saturday, Sundays, and holidays as defined herein Section I, Item No. 19.

A) Vessel Loading (Does not include the cost of USDA/grain inspection & supervision)

1. Weekdays (Mon-Fri) & Saturdays..... \$1,250.00

2. Sundays, Holidays..... \$1,500.00

B.) Rail unloading ...\$1,000.00 per hour or fraction thereof, minimum of four (4) hours guaranteed.

C.) Truck unloading ...\$600.00 per hour or fraction thereof, minimum four (4) hours guaranteed.

Item No. 6 – Dockage

A.) Ocean Vessels

Dockage for vessels, including ocean-going barges, loading bulk grain at the Elevator shall be charged at the rate of \$0.60 per GRT. Tankers and 'Tween Deckers shall be charged at a rate of \$0.65 per GRT. Dockage rates are per calendar day, or fractional part thereof. Gross registered long tons (GRT) are determined by Lloyd's Register of Shipping. There shall be a minimum dockage charge of \$15,000.00 per calendar day.

B.) Barges

Dockage for shallow-draft barges loading bulk grain at the Elevator shall be charged at the rate of \$0.6 per bushel.

Section III

Revised 01/11/2010

C.) Admeasure of Vessel GRT. (Barges Excluded)

Dockage shall be charged on the gross registered tonnage (GRT) of the vessel as shown in Lloyd's Register of Shipping. Where additional gross tonnages are assigned to certain vessels, the highest of all such tonnages shown in Lloyd's Register of Shipping shall be applicable in determining gross tonnage for the purpose of assessment of dockage charges under this Tariff Circular. However, LDC reserves without question the right to admeasure any vessel when deemed necessary and use such measurements as basis of the charge.

D.) Vessels which are not engaged in grain commerce and which desire to utilize the Elevator as lay berth may apply to do so by submitting a Berth application to the Elevator Manager. The assignment and use of the lay berth will be determined based on berth availability and grain vessel traffic. Lay berth rates are available and are negotiable with the Elevator Manager.

Item No. 7 – Vessel Mooring

Louis Dreyfus Corporation reserves the right to designate and/or appoint a line handling company to perform exclusive mooring services for all vessel/barge activity at the Elevator berth. Should LDC make this line handler designation, LDC will invoice the vessel's agents directly for these services.

Item No. 8 – Vessel Loading/Standby Time

Standby time, in accordance with Section II, Item No. 13 of this tariff shall be charged at the rate of \$2,000.00 per hour, pro rata in fifteen (15) minute increments.

Item No. 9 – Facility Use Charge

A facility use charge shall be charged to the stevedore loading the vessel as follows and shall be calculated on the quantity shown on the Mate's Receipt:

A.) Self-trimming bulk carriers\$0.21 per long ton

B.) Vessels with multiple decks (Tween-decks)...\$0.30 per long ton

C.) Tankers.....\$0.26 per long ton

D.) Use of mechanical trimmers\$0.25 per long ton

Note: This charge shall apply in addition to the charges shown in A.), B.), and C.) above, but shall only be assessed on the total quantity loaded in any hatch where mechanical trimmers are used.

Section III
Revised 01/11/2010

E.) Wing Tanks.....\$0.20 per long ton
Note: This charge is in addition to charges shown in A), B), and C) above,
but shall only be assessed on the total quantity loaded into wing tanks.

Item No. 10 – Security Fees

Security fees will be assessed and collected as per the port of Beaumont's
Tariff #006. Please see Section I, Item 4 (G) of this Tariff for more detail.

EXHIBIT 3

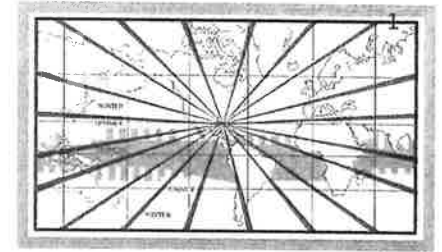
Statement of Facts

MV ELENA

17625 EL CAMINO REAL, SUITE 120
HOUSTON, TEXAS 77058 U.S.A.
PHONE: 281 280-9943
FAX: 281 280-9957
TELEX: 48155793
EMAIL: HOUSTON@BLUEWATERSHIPPING.COM
WWW.BLUEWATERSHIPPING.COM



ASBA Certified Agents



BLUE WATER SHIPPING COMPANY

DATED: FEBRUARY-MARCH 2014
Beaumont, Texas

MV: ELENA
MASTER: VARUGHESE GEORGE
FLAG: BAHAMAS - BS
REGISTERED NET TONS: 26,326
REGISTERED GROSS TONS: 42,647
SUMMER DEAD WEIGHT: 82,356
IMO #: 9336880 CALL SIGN: C6AU7
CLASS: ABS
SATCOM: INM-C-431101595 TEL-765-108-731 E-MAIL: C6AU7@GLOBEEMAIL.COM
TIME CHARTERS PHAETHON INTERNATIONAL
VOYAGE CHARTERERS: Venus International
SUPPLIERS: Louis Dreyfus Corp
REGISTERED OWNER: LEYTON LTD
BERTH/S: PORT ARTHUR DOCK 5, LOUIS DREYFUS ELEVATOR
DESTINATION: ALEXANDRIA, EGYPT
CARGO: wheat

Wednesday - February 19, 2014

0700 End of Sea Passage
0900 Notice of Readiness Tendered / Vsl Dropped anchor
0900-2400 Vessel at Sabine Anchorage

Thursday - February 20, 2014

0001-2400 Vessel at Sabine Anchorage

Friday - February 21, 2014

0001-2400 Vessel at Sabine Anchorage

Saturday - February 22, 2014

0001-2400 Vessel at Sabine Anchorage

Sunday - February 23, 2014

0001-2400 Vessel at Sabine Anchorage

Monday - February 24, 2014

0001-2400 Vessel at Sabine Anchorage

Tuesday - February 25, 2014

0001-2400 Vessel at Sabine Anchorage

Wednesday, February 26, 2014

0001-2400 Vessel at Sabine Anchorage

Thursday - February 27, 2014

0154 Pilot onboard @ Sabine Pilot Station
0506 Fwd tug alongside (1)
0515 Aft tug alongside (1)
0542 First line ashore
0612 Vessel allfast at lay berth Berth#5 heading PS/T
HSF0: 1198.8 / LSF0: 42.3 / MGO: 95.7 / FW: 150 MT
Fwd: 4.46 / Aft: 7.38 M
0612 Tugs away (2) / Inbound pilot disembarks / Ship's gangway secured

Statement of Facts

MV ELENA

Thursday - February 27, 2014 (continued from page 1)

0900 Master re-tendered Notice of Readiness (without prejudice to previous NOR)
 1000 FGIS/NCB, G.K. Vallatos independent surveyor, Egyptian delegation for cargo holds inspections
 1115 Bunker barge alongside
 1130 FGIS/NCB/Egyptian delegates passed all cargo holds for loading and cargo calculations
 1150 Bunker hose connected
 1200 Independent Surveyor with G.K.Vallatos passed all cargo holds for loading
 1225 Commence bunkering LSF0
 1300 USDA/NCB hold inspection passes, Notice of Readiness, Advance Dockage Check and Berth Application Physically Presented by Blue Water Agent to LDC Elevator as Suppliers. Elevator refused to accept Berth Application and filing documents prior to commencement of contractual obligation.
 1305 Completed bunkering LSF0 (Total taken: 150 MT)
 1345 Bunker hose disconnected
 1400 Bunker barge away
 1400-2400 Vessel alongside lay berth awaiting load berth availability
 Rain Times: None Reported

Friday - February 28, 2014

0001-1045 Vessel alongside lay berth awaiting load berth availability
 1045 USDA/NCB hold inspection passes, Notice of Readiness, Advance Dockage Check and Berth Application physically re-presented by Blue Water Agent to LDC Elevator as Suppliers. Elevator accepted Berth Application / Filing for 0900hrs/1st March 2014
 1045-2400 Vessel alongside lay berth awaiting load berth availability
 Rain Times: None Reported

Saturday - March 1, 2014

0001-0900 Vessel alongside lay berth awaiting load berth availability
 0900 Notice of Readiness accepted by Louis Dreyfus Corp
 0900-2400 Vessel alongside lay berth awaiting load berth availability
 Rain Times: None Reported

Sunday - March 2, 2014

0001-1230 Vessel alongside lay berth awaiting load berth availability
 1230 Sabine ship channel closed to all vessel traffic due to heavy dense fog
 1230-1900 Vessel idle alongside lay berth, awaiting load berth availability
 1900 Sabine ship channel reopen to all vessel traffic
 1900-2400 Vessel idle alongside lay berth, awaiting load berth availability
 Rain Times: None Reported

Monday - March 3, 2014

0001-1401 Vessel idle alongside lay berth, awaiting load berth availability
 1401 M/V ROZTOCZE sailed LDC Elevator, LDC Elevator called ELENA to berth to commence loading at 1900 hrs
 1401-1454 Vessel idle alongside lay berth, awaiting load berth availability
 1454 Shifting pilot on board
 1518 Tugs alongside (2)
 1530 Last line off fm Berth #5
 HSFO: 1198.8 / LSF0: 181.4 / HSGO: Nil / LSGO: 95.4 / FW: 123 MT
 Fwd: 7.98 / Aft: 8.68 M
 1539 Fwd tugs away (1)
 1936 Fwd tug alongside (1)
 2012 First line
 2048 Vessel All fast at LDC grain elevator - Beaumont, Texas
 HSFO: 1198.8 / LSF0: 179.2 / HSGO: Nil / LSGO: 95.4 / FW: 120 MT
 Fwd: 7.92 / Aft: 8.68 M
 2048 Master re-tendered Notice of Readiness (without prejudice to previous NOR)
 2048 Tugs Away / Ship's gangway secured / Shifting pilot disembarks Elevator suspended evening labor for loading due to vessel's late arrival
 2048-2400 Vessel idle alongside load berth, awaiting commencement of loading operations
 Rain Times: None Reported

Statement of Facts

MV ELENA

Tuesday - March 4, 2014

0001-0700 Vessel idle alongside load berth, awaiting commencement of loading operation
 0700 Labor reported
 0700-1500 Standby due to rain
 1500-1545 Fumigators installing fumigation tubes in all cargo holds prior to loading
 1545-1600 FGIS pre-load hold inspection
 1600-1615 Placing loading towers on vessel
 1615 **Commence cargo loading operations, First grain on board**
 1615-1715 Loading wheat in bulk in holds 2,5,7
 1715-1730 Standby for elevator cargo grade check
 1730 Resume loading operations
 1730-1745 Loading wheat in bulk in holds 2,5,7
 1745-1830 Standby for elevator cargo grade check
 1830 Resume loading operations
 1830-1900 Loading wheat in bulk in holds 2,5,7
 1900-1930 Standby for elevator cargo grade check
 1930 Resume loading operations
 1930-2100 Loading wheat in bulk in holds 2,5,7
 2100-2130 Standby for elevator cargo grade check
 2130 Resume loading operations
 2130-2245 Loading wheat in bulk in holds 2,5,7
 2245-2300 Removing loading towers from vessel, labor off
 2300 Elevator suspended loading for the day (Total on board: 4,354 MT)
 2300-2400 Vessel idle alongside load berth, awaiting resumption of loading operation
 Rain Times: 0700-1500 hrs

Wednesday - March 5, 2014

0001-0700 Vessel idle alongside load berth, awaiting resumption of loading operation
 0700 Labor reported
 0700-0715 Placing loading towers on vessel
 0715 Resume cargo loading operations
 0715-0800 Loading wheat in bulk in holds 2,5,7
 0800-0830 Standby for elevator cargo grade check
 0830 Resume loading operations
 0830-0930 Loading wheat in bulk in holds 2,5,7
 0930-0945 Standby for elevator cargo grade check
 0945-1030 Standby due to rain
 1030 Resume loading operations
 1030-1045 Loading wheat in bulk in holds 2,5,7
 1045-1130 Standby for elevator cargo grade check
 1130 Resume loading operations
 1130-1145 Loading wheat in bulk in holds 2,5,7
 1145-1230 Standby for elevator cargo grade check
 1230 Resume loading operations
 1230-1330 Loading wheat in bulk in holds 2,5,7
 1330-1430 Standby for elevator cargo grade check
 1430 Resume loading operations
 1430-1530 Loading wheat in bulk in holds 2,5,7
 1530-1545 Standby for elevator cargo grade check
 1545-1745 Standby due to rain
 1745-1800 Removing towers from vessel, labor off
 1800 Elevator suspended loading for the day (Total on board: 9,797 MT)
 1800-2400 Vessel idle alongside load berth, awaiting resumption of loading operation
 Rain Times: 0945-1030, 1545-1745 HRS

Thursday - March 6, 2014

0001-0700 Vessel idle alongside load berth, awaiting resumption of loading operation
 0700-0715 Placing loading towers on vessel
 0715 Resume cargo loading operations
 0715-1030 Loading wheat in bulk in holds 2,5,7
 1030-1200 Standby for elevator cargo grade check
 1200-1300 Idle meal hour
 1300 Resume loading operations
 1300-1400 Loading wheat in bulk in holds 2,5,7

Statement of Facts

MV ELENA

Thursday - March 6, 2014 (Continued from page 3)

1430-1430 Standby for elevator cargo grade check
 1430 Resume loading operations
 1430-1530 Loading wheat in bulk in holds 2,5,7
 1530-1645 Standby for elevator cargo grade check
 1645-1700 Stevedores removing loading towers from over vessel / labor off
 1700 Elevator suspended loading for the day (Total on board: 14,695 MT)
 1700-2400 Vessel idle alongside load berth, awaiting resumption of loading operation
 Rain Times: None Reported

Friday - March 7, 2014

0001-0700 Vessel idle alongside load berth, awaiting resumption of loading operation
 0700-0715 Placing loading towers on vessel
 0715 Resume cargo loading operations
 0715-0900 Loading wheat in bulk in holds 1,3,6
 0900-0945 Standby for elevator cargo grade check
 0945 Resume loading operations
 0945-1045 Loading wheat in bulk in holds 1,3,6
 1045-1230 Standby for elevator cargo grade check
 1230 Resume loading operations
 1230-1245 Loading wheat in bulk in holds 1,3,6
 1245-1330 Standby for elevator cargo grade check
 1330 Resume loading operations
 1330-1445 Loading wheat in bulk in holds 1,3,6
 1445-1515 Standby for elevator cargo grade check
 1515-1645 Loading wheat in bulk in holds 1,3,6
 1645-1700 Stevedores removing loading towers from over vessel / labor off
 1700 Elevator suspended loading for the day (Total on board: 21,227 MT)
 1700-2400 Vessel idle alongside load berth, awaiting resumption of loading operation
 Rain Times: None Reported

Saturday - March 8, 2014

0001-0700 Vessel idle alongside load berth, awaiting resumption of loading operation
 0700-0715 Placing loading towers on vessel
 0715 Resume cargo loading operations
 0715-0830 Loading wheat in bulk in holds 1,3,6
 0830-0915 Standby due to elevator grade check
 0915 Resume cargo loading operations
 0915-0930 Loading wheat in bulk in holds 1,3,6
 0930-0945 Standby due to elevator grade check
 0945 Resume cargo loading operations
 0945-1045 Loading wheat in bulk in holds 1,3,6
 1045-1115 Standby due to elevator grade check
 1115 Resume cargo loading operations
 1115-1145 Loading wheat in bulk in holds 1,3,6
 1145-1230 Standby due to elevator grade check
 1230 Resume cargo loading operations
 1230-1245 Loading wheat in bulk in holds 1,3,6
 1245-1300 Standby due to elevator grade check
 1300 Resume cargo loading operations
 1300-1345 Loading wheat in bulk in holds 1,3,6
 1345-1400 Standby due to elevator grade check
 1400 Resume cargo loading operations
 1400-1445 Loading wheat in bulk in holds 1,3,6
 1445-1500 Stevedore removing loading towers fm vessel
 1500 Elevator suspended loading for the day (Total on board: 26,127 MT)

Saturday - March 8, 2014

1500-2400 Vessel idle alongside load berth, awaiting resumption of loading operation
 Rain Times: None Reported

Sunday - March 9, 2014

Daylight Savings Time Commenced - 0200 hrs/9th time advances 1 hour

0001-2400 Vessel idle alongside load berth, awaiting resumption of loading operation
 Rain Times: None Reported

Statement of Facts

MV ELENA

Monday - March 10, 2014

0001-1600 Vessel idle alongside load berth, awaiting resumption of loading operation
 1600 Labor reported
 1600-1630 Stevedore placing loading towers on vessel
 1630 Resume cargo loading operations
 1600-1800 Loading wheat in bulk in holds 1,3,6
 1800-1830 Standby due to elevator grade check
 1830 Resume cargo loading operations
 1830-1930 Loading wheat in bulk in holds 1,3,6
 1930-2015 Standby due to elevator grade check
 2015 Resume cargo loading operations
 2015-2045 Loading wheat in bulk in holds 1,3,6
 2045-2130 Standby due to elevator grade check
 2130 Resume cargo loading operations
 2130-2215 Loading wheat in bulk in holds 1,3,6
 2215-2245 Standby due to elevator grade check
 2245 Resume cargo loading operations
 2245-2345 Loading wheat in bulk in holds 1,3,6
 2345-2400 Stevedore removing loading towers fm vessel
 2400 Elevator suspended loading for the day, Mate's receipt issued for cargo on board: 1,200,035 bushels / 72,002,140 lbs
 Rain Times: None Reported

Tuesday - March 11, 2014

0001-1600 Vessel idle alongside load berth, awaiting resumption of loading operation
 1600-1815 Standby due to elevator grade check
 1815-1830 Stevedore placing loading towers on board
 1830 Resume cargo loading operations
 1830-1930 Loading wheat in bulk in holds 1,3,6
 1930-2030 Standby vessel line shifting to accommodate cargo loading operations
 2030 Resume cargo loading operations
 2030-2045 Loading wheat in bulk in holds 3,5,7
 2045-2130 Standby due to elevator grade check
 2130 Resume cargo loading operations
 2130-2215 Loading wheat in bulk in holds 3,5,7
 2215-2245 Standby due to elevator grade check
 2245 Resume cargo loading operations
 2245-2400 Loading wheat in bulk in holds 3,5,7
 2400 Elevator k/off for the day, Mate's receipt issued by elevator for cargo loaded on March 11, 2014: 179,993 bushels / 10,799.600 lbs
 Rain Times: None Reported

Wednesday - March 12, 2014

0001-0015 Stevedores removing loading towers over vessel (labor k/off)
 0015-1600 Vessel idle alongside load berth, awaiting resumption of loading operations
 1600 Labor reported
 1600-1830 Standby due to in house electrical problems
 1830-1845 Stevedore placing loading towers on vessel
 1845 Resume cargo loading operations
 1845-1930 Loading wheat in bulk in holds 3,5,7
 1930-1945 Standby due to elevator grade check
 1945 Resume loading operations
 1945-2045 Loading wheat in bulk in holds 3,5,7
 2045-2130 Standby due to elevator grade check
 2130 Resume loading operations
 2130-2245 Loading wheat in bulk in holds 3,5,7
 2245-2315 Standby due to elevator grade check
 2315 Resume loading operations
 2315-2400 Loading wheat in bulk in holds 3,5,7
 2400 Elevator k/off for the day, Mate's receipt issued by elevator for cargo loaded on March 12, 2014: 180,002 bushels / 10,800.120 lbs
 Rain Times: None Reported

Statement of Facts

MV ELENA

Thursday - March 13, 2014

0001-0030 Loading wheat in bulk in holds 3,5,7
 0030-0045 Standby due to elevator grade check
 0045-0100 Standby vessel line shifting to accommodate cargo loading operations
 0100-0300 Standby due to elevator grade check
 0030 Resume loading operations
 0300-0330 Loading wheat in bulk in holds 2,5,6
 0330-0345 Standby due to elevator grade check
 0345-0400 Stevedores removing loading towers over vessel
 0400 Elevator k/off for the day (Total on board: 37,556 MT)
 0400-1500 Vessel idle alongside load berth, awaiting resumption of loading operations
 1500 Labor reported
 1500-1615 Standby due to elevator grade check
 1615 Resume loading operations
 1615-1645 Loading wheat in bulk in holds 2,5,6
 1645-1745 Standby due to elevator grade check
 1745 Resume loading operations
 1745-1830 Loading wheat in bulk in holds 2,5,6
 1830-2345 Standby due to elevator grade check
 2345-2400 Removing towers from vessel
 2400 Elevator k/off for the day, Mate's receipt issued by elevator for cargo loaded on March 13, 2014: 57,468 bushels / 3,448,080 lbs
 Rain Times: None Reported

Friday - March 14, 2014

0001-1500 Vessel idle alongside load berth, awaiting resumption of loading operation
 1500 Labor on board
 1500-1800 Standby due to elevator grade check
 1800 Resume loading operations
 1800-1915 Loading wheat in bulk in holds 2,5,6
 1915-2400 Standby due to elevator grade check
 2400 Mate's receipt issued by elevator for cargo loaded on March 14, 2014: 58,263 bushels / 3,495,780 lbs
 Rain Times: None Reported

Saturday - March 15, 2014

0001-0045 Standby due to elevator grade check
 0045-0200 Loading wheat in bulk in holds 2,5,6
 0200-0245 Standby due to elevator grade check
 0245-0300 Stevedores removing loading towers over vessel
 0300 Elevator k/off for the shift, No Mate's receipt issued by elevator for 15th
 0300-1500 Vessel alongside elevator awaiting loading to resume
 1500 Labor on board
 1500-2300 Stand by due to rain
 2300 Labor off
 2300-2400 Vessel alongside elevator awaiting loading to resume
 Rain Times: 1500-2300 hrs

Sunday - March 16, 2014

0001-1600 Vessel alongside elevator awaiting loading to resume
 1600 Labor on board
 1600-1630 Standby due to elevator grade check
 1630-1645 Placing towers on vessel
 1645-1700 Cleaning troughs
 1700-1800 Loading wheat in bulk in holds 2,5,7
 1800-1830 Standby due to elevator grade check
 1830-1945 Loading wheat in bulk in holds 2,5,7
 1945-2030 Standby due to elevator grade check
 2030-2045 Loading wheat in bulk in holds 2,5,7
 2045-2130 Standby due to elevator grade check
 2130-2215 Loading wheat in bulk in holds 2,3,5,7,6
 2215-2300 Standby due to elevator grade check
 2300-2400 Loading wheat in bulk in holds 2,3,6

Statement of Facts

MV ELENA

Sunday - March 16, 2014 (Continued from page 6)

2400 Elevator k/off for the day, Mate's receipt issued by elevator for cargo loaded on March 16, 2014: 245,778 bushels / 14,746,700 lbs
Rain Times: None Reported

Monday - March 17, 2014

0001-0030 Loading wheat in bulk in holds 2,3,6
0030-0300 Standby due to elevator grade check
0300-0345 Loading wheat in bulk in holds 2,3,6
0345-0400 Removing towers from vessel
0400 Elevator suspended loading for the shift
0400-1600 Vessel idle alongside load berth, awaiting resumption of loading operation
1600 Labor on board
1600-1615 Placing towers on vessel
1615-1700 Loading wheat in bulk in holds 2,3,6
1700-1745 Standby due to elevator grade check
1745-1830 Loading wheat in bulk in holds 2,3,6
1830-1900 Standby due to elevator grade check
1900-2045 Loading wheat in bulk in holds 1,2,6
2045-2130 Standby due to elevator grade check
2130-2345 Loading wheat in bulk in holds 1,2,5
2345-2400 Removing towers from vessel
2400 Elevator k/off for the day, Mate's receipt issued by elevator for cargo loaded on March 17, 2014: 180,002 bushels / 10,800,160 lbs
Rain Times: None Reported

Tuesday - March 18, 2014

0001-1600 Vessel idle alongside load berth, awaiting resumption of loading operation
1600 Labor on board
1600-1615 Placing towers on vessel
1615-2245 Standby due to elevator grade check
2245-2300 Removing towers from vessel
2300-2400 Vessel idle alongside load berth, awaiting resumption of loading operation
2400 Elevator k/off for the day, no cargo loaded
Rain Times: None Reported

Wednesday - March 19, 2014

0001-1600 Vessel idle alongside load berth, awaiting resumption of loading operation
1600 Labor on board
1600-1615 Placing towers on vessel
1615-1715 Standby due to elevator grade check
1715-1915 Loading wheat in bulk in holds 2,5
1915-2000 Standby due to elevator grade check
2000-2315 Loading wheat in bulk in holds 1,2,3
2315-2330 Standby due to elevator grade check
2330-2400 Shifting vessel to accommodate loading operations

Thursday - March 20, 2014

0001-0115 Loading wheat in bulk in hold 1
0115-0130 Vessel final draft check
0130-0245 Shifting vessel to accommodate loading operations
0245-0336 Loading wheat in bulk in holds 1,2,5
0336 Complete loading operations *Reached Maximum Draft for Load Port & Max Per C/P*
0345 Mates receipt's and stevedore paperwork aboard / NCB issued certificate of loading
0350 Fumigation Commenced
0420 Tugs alongside (2)
0425 LDC rep. departed vessel to prepare final Mates Receipt with Total Cargo Quantity
0430 Pilot onboard
0450 Fumigation Completed
0530 Final Mates Receipt onboard
0545 Cargo papers signed, Egyptian Delegates approve vessel to sail / Paperwork completed

Statement of Facts

MV ELENA

Thursday - March 20, 2014 (Continued from page 7)

0554 Tugs alongside (2 - Titan & Apollo)
0606 All ropes released from Louis Dreyfus grain elevator - Beaumont, Texas
 0606 Vessel sailed assisted by 2 Tugs en-route to sea
 0615 'Titan' Tug away
 0950 'Apollo' tug away
 1430 Drop off pilot
 1600 Commence sea passage, vessel full away

Owner's remarks and agent witness to SOF:

"DUE TO IN HOUSE MAINTENANCE AT TERMINAL - LOADING SCHEDULE WAS 1600HRS-2400TH DAILY AS RESULT LOADING RATE REDUCED TO DAY TO DAY PRODUCTION AVERAGE 3,700 MTS TO 5,700 MTS INSTEAD OF 10,000 MTS. ELEVATOR REFUSED ON 10TH MARCH TO ACCEPT OVERTIME WORKING."

FOB Buyer's remarks to NOR/SOF:

Terms / condition of NOR as per selling contract to be applied

ETA: EGYPT April 10, 2014

Departure Conditions:

HSFO: 1198.80 MT
 LSF0: 131.60 MT
 MDO : 93.40 MT
 LSG0: 0.00 MT
 FW : 105.00 MT
 Fwd : 12.19 M
 Aft : 12.19 M
 Mid : 12.19 M

Total Cargo Loaded Per Final Mates Receipt:

SRWW 138,897,638 Pounds = 62,007.874 Long Tons = 63,000.000 Metric Tons
 Basis 2204.7244 Conv. = 2,314,960.63 Bushels S/F 44 TW 59.8

Total: 138,897,638 Pounds = 62,007.874 Long Tons = 63,000.000 Metric Tons

Stowage per hold as follows in Metric Tons:

No.1	SRWW	8,224.000	SLACK
No.2	SRWW	11,471.000	FULL
No.3	SRWW	11,493.000	FULL
No.4	SRWW	0.000	Empty
No.5	SRWW	11,491.000	FULL
No.6	SRWW	11,489.000	FULL
No.7	SRWW	8,832.000	SLACK
Total		63,000.000	Metric Tons

Statement of Facts

FINAL PAGE

17625 EL CAMINO REAL, SUITE 120
HOUSTON, TEXAS 77058 U.S.A.
PHONE: 281 280-9943
FAX: 281 280-9957
TELEX: 48155793
EMAIL: HOUSTON@BLUEWATERSHIPPING.COM
WWW.BLUEWATERSHIPPING.COM



ASBA Certified Agents

MV ELENA

CONDITIONS ON ARRIVAL:

1198.8	M/T
42.3	M/T
95.7	M/T
N/A	M/T
150	M/T
4.46	
7.38	

CONDITIONS ON DEPARTURE:

FUEL OIL:	1198.8	M/T
LOW SULPHUR FUEL OIL:	131.6	M/T
DIESEL OIL:	93.4	M/T
LOW SULPHUR DIESEL OIL:		M/T
FRESH WATER:	105	M/T
DRAFT FWD:	12.19	
DRAFT AFT:	12.19	
DRAFT MIDSHIP:	12.19	

MASTERS ETA: EGYPT

APRIL 10, 2014

EST DISPORT ARR DRAFT: FWD: 11.80 / AFT: 12.20 MTR

MASTERS REMARKS:

M.V. ELENA
No delays on Account of Vessel

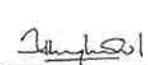
ALL OVERTIME WORKED AS PER ORDERS FROM THE TERMINAL AUTHORITIES.

THIS FIXTURE IS IN ACCORDANCE WITH AND SUBJECT TO ALL TERMS, CONDITIONS,
AND EXCEPTIONS OF THE GOVERNING CHARTER PARTY AND ANY ADDENDA THERETO.

BLUE WATER SHIPPING COMPANY, AS AGENTS

MV: ELENA


Brandon.Santana


VARUGHESE GEORGE


For receipt only - CPA
Louis Dreyfus Corp.
Beaumont, Texas

EXHIBIT 4



Tariff 006

**PORT OF BEAUMONT
TARIFF NO. 006**

PLEASE READ BEFORE USING OUR ON-LINE TARIFF AND OTHER WEB PAGES

DISCLAIMER

In preparation of this site, every effort has been made to offer the most current, correct and clearly expressed information possible. However, inadvertent errors can occur and applicable rates, rules and regulations often change. This information is intended to provide general guidelines on matters of interest. The developers and hosts of this site disclaim any responsibility for positions taken by individuals or corporations in their individual cases or for any misunderstanding and losses, directly or indirectly, on the part of the users. No part of the text or graphics on this site may be reproduced or transmitted in any form or by any means, electronic or mechanical, including by photocopying, facsimile transmission, recording, re-keying, or using any information storage and retrieval system, without permission in writing from the Port of Beaumont Navigation District of Jefferson County. By viewing or using the information contained on any of these pages, you accept full responsibility on the use of its contents.

The only lawful copy of the Port of Beaumont Navigation District of Jefferson County Tariff - 006 is that which is on file electronically as per the final rule of the Shipping Act of 1984, as amended by the Ocean Shipping Reform Act of 1998. The Port of Beaumont warrants the tariff information is accurate as of the time of its original posting. All tariff materials are provided for information only and the Port of Beaumont does not guarantee the accuracy of this information. The Port of Beaumont should be contacted directly to verify all applicable information. The Port of Beaumont does not warrant or make any representations regarding the use or the results of the use of the tariff on this site in terms of its correctness, accuracy, timeliness, reliability or otherwise. Information and documents provided on this site are provided "as is" without any warranty. If you do not agree to or understand any or all of these terms, please do not use these web pages.

To verify information, please call:

Port of Beaumont
409-835-5367
info@portofbeaumont.com

TABLE OF CONTENTS

If you would like a paper copy of the tariff, please contact us. Click [HERE](#) to download entire tariff in PDF format.
PLEASE READ OUR [DISCLAIMER](#) BEFORE VIEWING THIS SECTION.

TABLE OF CONTENTS

SUBJECT	ITEM
Tariff Title Page	
Gulf Seaports Marine Terminal Conference	
Section 1: Definitions	100-140
Definitions (continued)	145-161
Section 2: Rules and Regulations	
Authority and Jurisdiction	165
General application	170
Port authority liability	175
Authority held harmless	180
Responsibility for damages to facilities	185
Nuisance created by vessels	190
Vessels required to use tugs	195
Demurrage or detention	200
Vessels required to work overtime	205
Access to shipping documents	210
Cargo booking confirmation	211
Stevedores	215
Insurance	220
Access to port authority property	221
Vehicle access, insurance	222
Loading or unloading	225
Regular working hours	230
Quotation of spl. chgs, rls., or regs.	235
Fire protection	240
Vessels to vacate	250
Oily wastes/ships waste disposal	255
General rules applying to machinery	260
Pallets	265
Free time	270
Dockage rules	275
Seafarers' Center	280
Shed hire, exceptions	286
Line handling	288
Mixed shipments	290
Grain wharf	292
Responsibility for cleaning facilities	294
Stevedore equipment	295

SUBJECT	ITEM
Responsibility for charges and payment	296
Removal of abandoned/objectionable cargo	297
Minimum charge	298
Storage	299
Outdoor storage	300

Section 3: Rates and Charges

Port security surcharge	305
Finance charge	306
Automobiles and trucks, etc.	310
Bagged commodities	315
Commodities, N.O.S.	340
Construction equipment, mining and rdbldg.	345
Construction equipment, pump station	346
Containers per unit	347
Drilling rigs	348
Forest products	370
Metal articles	375
Military vehicles and ordnance cargo	380
Securing military cargo	381
Stuffing or stripping military cargo	382
Military cargo, other than cargo handled for, and under the jurisdiction of, the 842nd Transportation Battalion, U.S. Army Surface Deployment and Distribution Command	385
Project cargo	451
Wind turbine equipment, parts and related components	470
Liquid Bulk Petroleum	475

Section 4: Miscellaneous Charges

Stevedore fees	505
Miscellaneous	510
Port authority equipment - cranes	520
Portable light towers	520
Power boom	520
Office space	525
Charges for use of pallets	530
Fleeting	535
Electricity	540
Shed and wharf demurrage	545
Dockage charges	550
Dockage charges, LASH barges	551
Dockage exceptions	555
Shed/wharf hire	570
Water service	575
Line handling charges	580
Heavy lift charge	585
Damage free rail equipment	590
Overtime	595
Use of fenced areas in transit sheds	600
Seafarers' Center	605
Storage	609

SUBJECT

ITEM

Land rental	610
Clerking/receiving	615
Placing bagged cargo in super sacks	620
Facilities cleaning	630
Maintenance charge	635

EFFECTIVE February 17, 2012

PORT OF BEAUMONT

TARIFF NO. 006

(Cancels Tariff No. 005)

Port of Beaumont Navigation District of Jefferson County, Texas

PLEASE READ OUR DISCLAIMER BEFORE VIEWING THIS SECTION

Board of Commissioners	Administrative Staff
C. A. "Pete" Shelton President	David C. Fisher Executive Port Director
Lee E. Smith Vice President	Bill Carpenter Deputy Port Director
Georgine Guillory Secretary-Treasurer	Ernest Bezdek Director of Trade Development
Louis Broussard, Jr. Commissioner	John R. Roby Director of Customer Service
Pat Anderson Commissioner	Tracy Mills Director, Finance & Administration
Bill C. Darling Commissioner	Kirby Dartez Director of Operations
	Al Matulich Dock Superintendent
	EFFECTIVE: September 9, 2013

Internet: www.portofbeaumont.com

E-mail: info@portofbeaumont.com

Telephone Service

Administrative Office (409) 835-5367

Dock Office (409) 835-3995

Main Gate (409) 832-1546

Administrative Fax (409) 835-0512

Dock Office Fax (409) 832-9592

Issued by:

Port of Beaumont

P.O. Drawer 2297

Beaumont, TX, U.S.A., 77704

(409) 835-5367

PORT OF BEAUMONT
TARIFF NO. 006

3rd REVISED PAGE NO. 1

GULF SEAPORTS MARINE TERMINAL CONFERENCE
(Federal Maritime Commission Agreement 224-200163, effective December 2, 1988.)

Participating Members

- A. Board of Commissioners of the Port of New Orleans
- B. Board of Commissioners of Lake Charles Harbor and Terminal District
- C. Greater Baton Rouge Port Commission
- D. Orange County Navigation and Port District, Orange, TX
- E. Mississippi State Port Authority at Gulfport
- F. Port of Beaumont Navigation District of Jefferson County, TX
- G. Port Commission of the Port of Houston Authority of Harris County, TX
- H. Board of Trustees of the Galveston Wharves
- I. Alabama State Docks Department - Port of Mobile
- J. South Louisiana Port Commission, La Place, LA
- K. Board of Navigation and Canal Commissioners of the Brownsville Navigation District of Cameron County, TX
- L. Port of Port Arthur Navigation District of Jefferson County, TX
- M. Board of Commissioners of the Tampa Port Authority of Hillsborough County, FL
- N. Port Freeport
- O. Panama City Port Authority
- P. Port of Corpus Christi Authority
- Q. Port of Pensacola
- R. Port of Pascagoula
- S. Manatee County Port Authority of Palmetto, FL
- T. St. Bernard Port, Harbor and Terminal District, Chalmette, LA
- U. Port of Plaquemines, LA

NOTICE: The Gulf Seaports Marine Terminal Conference agreement permits the participating members to discuss and agree upon port terminal charges, rules and regulations. Any such rates, charges, rules and regulations, adopted pursuant be published in the respective tariffs of said members and so identified by proper symbol and explanation.

SHIPPERS' REQUEST AND COMPLAINTS

Shippers, or other users of the facilities and services of the members of said conference, desiring to present requests or complaints with respect to any such rates, charges, rules and regulations, adopted pursuant to said conference agreement, should submit the same, in writing, to the said Chairman of the Conference, at the address below, giving full particulars, including all relevant facts, conditions and circumstances pertaining to the request or complaint. Should further information be required by the Conference for full consideration of the request or complaint, the Conference Chairman will so advise by mail. The said Chairman will notify such shipper or complainant of the docketing of the matter and of the date and time of the proposed meeting and if said shipper or complainant desires to be heard, he shall make request therefore upon the Conference Chairman in advance of the meeting.

Allen Moeller
Conference Chairman
P. O. Box 70
Pascagoula, MS 39568

Effective: August 13, 2008

PORT OF BEAUMONT

TARIFF 006

Section 1 – Definitions

- 100 Container:**
A standard (I.S.O.) seagoing container 20 feet in length or over.
- 105 Day:**
A consecutive 24-hour period or fraction thereof.
- 110 Dockage:**
The charge assessed against a vessel for berthing at a wharf, pier, or bulkhead structure, or bank, or for mooring to a vessel so berthed.
- 115 Free time:**
The specified period during which cargo may occupy space assigned to it on terminal property free of wharf demurrage or terminal storage charges, immediately prior to the loading or subsequent to the discharge of such cargo on or of the vessel.
- 120 Handling:**
The service of physically moving cargo between point of rest and any place on the terminal facility, other than the end of ship's tackle.
- 125 Heavy lift:**
The service of providing heavy lift cranes and equipment for lifting cargo.
- 130 Holidays:**
All Saturdays and Sundays of the year, New Year's Day, Martin L. King's Birthday, Presidents Day, Texas Independence Day, Good Friday, Memorial Day, June 19th, July 4th, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day. Holidays falling on Sunday will be observed the following Monday.
- 135 Loading and unloading:**
The service of loading or unloading cargo between any place on the terminal and railroad cars, trucks, or any other means of land conveyance, to or from the terminal facility.
- 140 (*) Point of rest:**
The area of the terminal facility which is assigned for the receipt of inbound cargo from the ship and from which inbound cargo may be delivered to the consignee and that area of the terminal facility which is assigned for the receipt of outbound cargo from shipper for loading of vessel. Cargo will be considered to be at shipside or within reach of ship's tackle when it is placed at a point of rest as described above. Movement of cargo between vessel and point of rest will be at vessel expense.
- 145 Port authority:**
The Board of Commissioners of the Port of Beaumont Navigation District of Jefferson County, Texas.

146 (N) Storage:

Port may, at its sole discretion, allow port users to use areas in the port for the storage of cargo at a specified storage rate. The Port of Beaumont does not take care, custody or control of any cargos stored at the port by port users, in accordance with the provisions of this tariff.

EFFECTIVE: July 1, 2011

147 Throughput:

Equipment and labor necessary to receive from inland carrier to point of rest or deliver from point of rest to inland carrier and the equipment necessary for the handling and movement to or from vessel side. The equipment to service a vessel is provided at the discretion of the terminal operator subject to availability.

150 Ton:

A unit of weight of 2,000 pounds.

153 Weight or measure:

When the notation W/M (weight or measure) appears on an item in this tariff, charges are assessed on the basis of the cargo's weight in short tons of 2,000 pounds or 40 cubic feet, whichever produces the greatest revenue.

EFFECTIVE: January 21, 2010

155 (*) Wharfage:

A charge assessed against the cargo or vessel on all cargo passing or conveyed over, onto or under wharves, or between vessels (to or from barge, lighter or water) when berthed at wharf or when moored in slip adjacent to wharf. Wharfage is solely the charge for use of wharf and does not include charges for any other service.

160 (*) Wharf or shed demurrage:

A charge assessed against cargo remaining on public wharves, or in transit sheds beyond free time allowed.

161

Abbreviations:

¢	Cents
\$	Dollar
%	Percent
(A)	Addition
(C)	Change in wording which results in neither increase nor reduction in rates
(I)	Increase
(N)	New item
(R)	Reduction
CBM	Cubic meter
Cu. ft.	Cubic feet
cwt	Hundred pound weight
FMC	Federal maritime commission
FTZ	Foreign trade zone
GRT	Gross registered ton
KG	Kilogram
Lbs.	Pounds
LOA	Length-over-all
MFB	Thousand board feet
MT	Metric ton
NOS	Not otherwise specified
W/M	Weight or measure
(*)	Items bearing this reference are published pursuant to agreement of Members of the Gulf Seaports Marine Terminal Conference

EFFECTIVE JULY 1, 2011

Internet: **www.portofbeaumont.com**
E-mail: **info@portofbeaumont.com**
Telephone Service
Administrative Office (409) 835-5367
Dock Office (409) 835-3995
Main Gate (409) 832-1546
Fax (409) 835-0512
Dock Office Fax (409) 832-9592
Issued by:

PORT OF BEAUMONT
P. O. DRAWER 2297
BEAUMONT, TEXAS U.S.A. 77704

PORT OF BEAUMONT

TARIFF 006

Section 2

165 Authority and jurisdiction:

The Board of Commissioners of the Port of Beaumont Navigation District of Jefferson County, Texas, hereafter known as the "Port Authority," is authorized by Article 16, Section 59, of the Constitution of the State of Texas and the Acts of the 51st Legislature, State of Texas, Regular Session, 1949, Chapter 147, page 270, and as amended, to assume control of the Port of Beaumont, and ownership, jurisdiction over, and control of the use of all wharves, sheds, warehouses, freight handling machinery and/or equipment and all other property, equipment and facilities owned and operated by it; and is further authorized and empowered to regulate and fix charges for the use of such facilities.

170 General application:

The use of Port Authority facilities constitutes an acceptance by the user of all charges, rules and regulations published in this tariff and the user agrees to pay all charges and be governed by all rules and regulations published in the tariff. The charges, rules and regulations published in this tariff apply on all cargo moving through the facilities of the Port Authority, and shall apply equally to all users of the facilities.

175 Port Authority liability:

(A) Except for liability under Texas law, if any, for damage or loss caused by its negligence, the Port Authority shall not be liable for any loss or damage to any cargo handled over or through its facilities or stored in its facilities resulting from fire, water, collapse of buildings, sheds, platforms or wharves, settling of floors or foundations, breakage of pipes or for loss or damage caused by rats, mice, moths, weevils or other animals or insects, frost or the elements, nor shall it be liable for any delay, loss or damage resulting from strikes, tumult, insurrection or acts of God.

(B) The Port Authority is not a common carrier and does not accept care, custody or control of any cargo or other property while on or in the wharves, docks, transit sheds, warehouses or other facilities managed and controlled by the port, nor engage in warehousing or issue warehouse receipts.

(C) No provisions contained in this tariff shall limit or relieve the Port Authority from liability for its own negligence, nor require any person(s), vessels, or lessees to indemnify or hold harmless the Port Authority from liability for its own negligence.

180 Authority held harmless:

All users of Port Authority agree to indemnify and save harmless the Port Authority from and against all losses, claims, demands and suits for damages, including death and personal injury, and including court costs and attorney fees, incident to or resulting from their operations on the property of the Port Authority and the use of its facilities. For limits of liability see Item 175 (C).

185 Responsibility for damages to facilities:

(A) All port users, including vessels, their owners and agents, stevedores, contactors and other port users shall be responsible for all damage resulting from their use of Port Authority facilities and the Port Authority shall reserve the right to repair or contract for repair such damage. In instances where damage is caused by a vessel, the Port Authority may detain any vessel or other watercraft responsible for such damage until security has been given in the amount of such damage.

(B) This item is not to be construed as requiring any user to indemnify the Port Authority for that portion or percentage of such losses, etc., if any, caused by the negligence of the Port Authority. For limits of liability see Item 175 (C).

Effective: November 3, 2010

190 Nuisance created by vessels:

No vessel will permit excessive smoke, steam, noise or cleaning of boiler tubes by blowing or other means while in the channel or at the port.

195 Vessels required to use tugs:

All vessels docking or undocking at the Port Authority berths shall be required to use tug assistance, unless specifically exempted by Port of Beaumont. Failure to comply with this requirement could result in denial of a berth.

200 Demurrage or detention:

The Port Authority is not responsible for any delays, detention or demurrage on railcars, vessels or trucks.

Parties responsible for ordering and/or scheduling vessels, railcars or trucks are responsible for the payment of rail demurrage, vessel demurrage or truck detention, which is caused by or arises out of, directly or indirectly, the ordering and/or scheduling of vessels, railcars or trucks. Such parties will indemnify and hold harmless the Port for any rail demurrage, vessel demurrage or truck detention and related costs and expenses, including attorney fees and court costs, caused by or arising out of such parties ordering and/or scheduling of vessels, railcars or trucks.

Nothing contained herein shall be deemed to exculpate or relieve the Port Authority from liability for its own negligence.

Issued in compliance with FMC Regulation 46 CFR 525.2(a)(1).

(Effective December 19, 2005)

210 Access to shipping documents:

Shippers, vessels, owners, and agents will permit the Port Authority access to manifests, loading or discharge lists, rail or motor carrier freight bills or any pertinent documents for the purpose of audits to determine the accuracy of reports filed or for obtaining necessary information for correct billing of charges. They shall, within five (5) days after vessel sails, furnish the Port Authority with information on all cargo loaded or discharged and any other information required for the accurate billing of cargo and vessel charges.

211 Cargo booking confirmation:

The Port of Beaumont requires a Cargo Booking Confirmation to be furnished for all cargo transacted. Copies of the completed forms shall be on file with the operations and accounting departments.

This form shall be completed no later than 72 hours prior to the arrival of the cargo in the port, either by land or waterborne transportation.

Copies of the form are available upon request.

215 (*) Stevedores:

(A) Stevedoring companies desiring to operate over the public wharves must file an application with the Port Authority and must furnish Certificates of Insurance on their Workmen's Compensation and Employers' Liability; Automobile, Bodily Injury and Property Damage, Comprehensive General Liability and U.S. Longshoremen and Harbor workers act. The Port Authority reserves the right to establish minimum coverage limits. Rules and conditions are on file in the Port Authority office.

(B) Rejection of application and revocation of stevedore franchise will result from failure to comply with the rules and regulations contained in this tariff and in the stevedore franchise policy.

(C) Wage Rates: Franchised stevedores shall be required to pay wage rates and provide benefits for its employees performing stevedoring services in the Port of Beaumont, which are at least equal to the current prevailing wages and benefits paid to labor as established by the West Gulf Maritime Association for Fully Automated and General Cargoes.

220 Insurance:

The charges published in this tariff do not include any expense for insurance covering any loss or damage to the cargo nor will such insurance be effected by the Port Authority under its policies.

221 Access to port authority property:

To promote public safety and efficient operations, the Port Authority may restrict access to its facilities. As used in this item, "facilities" includes all land, buildings, offices, open and covered cargo areas, wharves; also equipment, machinery, railroad right-of-way and roadways which are owned, controlled or operated by the Port of Beaumont.

222 Vehicle access, insurance requirements:

Persons permitted access to port property must be prepared to furnish, upon request by authorized port representatives, proof of identification and the following:

Liability insurance in the amount of \$5,000,000 combined single limit or \$250,000/\$500,000/\$100,000. For firms/individuals doing work, workers comprehensive to include U.S. Longshoreman's and Harborworkers (if working on or over water). For firms/individuals doing work or providing services, general liability as follows:

General Aggregate: \$2,000,000

Products-Comp/Op Aggregate: \$2,000,000

Personal and Advertising Injury: \$1,000,000

Each Occurrence: \$1,000,000

Fire Damage (per fire): \$50,000

Medical Expense (any one person): \$5,000

225 Loading or unloading:

(A) The service of loading/unloading cargo to/from railcars and trucks will be performed by the Port Authority or its authorized contractors.

(B) The port requires scheduling in advance of all receipts and delivery of break bulk cargo by railcars or trucks. Cargo to be loaded or unloaded on Saturday, Sunday or Monday must be scheduled by 3:00 PM the preceding Friday. Trucks that arrive after their scheduled time slot or without a scheduled time slot will be considered unscheduled and may not be serviced immediately. The port will make every attempt to serve unscheduled or late trucks during the day of arrival, but this cannot be guaranteed.

(C) The Port Authority reserves the right to require overtime if loading or unloading of cars or trucks cannot be performed during straight time. Additional charges for services performed in overtime status are published in Item 595.

(D) Published port charges are based on minimum labor guarantees. In some cases, rates charged will be subject to minimum tonnages. If applicable, this minimum requirement will be published in the commodity rates in Section 3 of this tariff.

230 Regular working hours:

The regular working hours of the Port Authority are from 8:00 AM to 12:00 PM and from 1:00 PM to 5:00 PM Monday through Friday, holidays excepted. Services performed during these hours will be billed at applicable straight time charges, except as otherwise shown.

235 Quotations of special charges, rules or regulations:

(A) The Port Authority may quote special charges, rules, or regulations to government agencies or charitable organizations. It may also quote special charges on plant or project cargo moving from one shipper to one consignee and on which advance arrangements have been made.

(B) The Port Authority may also negotiate handling/storage charges on volume breakbulk shipments for time increments not to exceed one year.

(C) Any special rates or charges must be approved, in writing, by the Port Director.

240 Fire protection:

(A) Smoking is prohibited on port facilities except in designated areas.

(B) The handling of explosives over port facilities requires advance notice and approval by appropriate regulatory agencies.

(C) Storage and use of fuel for machines and equipment is permitted only as designated by the Port Director.

(D) When welding, cutting, burning, heating or other hot work is to be done on vessels or on wharves at port facilities, a gas free certificate issued by a marine chemist must be obtained and a copy filed with the Chief, Safety and Security, prior to commencing work. Fire watch rules of the Port of Beaumont, copies of which are available from the Port Safety and Security Officer, must be observed.

245 This item deleted in its entirety.

250 Vessels to vacate:

The Port Authority may order any vessel to vacate any berth when the Port Authority deems that the continued presence of such vessel at such berth would be a potential hazard to the vessel, the berth, the Port Authority's facilities, or the rights, property or safety of others, or would unreasonably interfere with the use of Port Authority's facilities by others.

255

Oily wastes/ships waste disposal:

Under the provisions of annex I of the International Convention for the Prevention of Pollution (MARPOL 73/78) and the United States Coast Guard implementing regulations, Part 158 of Title 33 of Code of Federal Regulation (33 CFR 158), all terminals and ports which receive tankers or other oceangoing vessels of 400 gross tons or more must make provisions for adequate oily waste reception facilities.

The following firms are licensed to contract its services for the receipt of oily waste at the Port of Beaumont, and are subject to applicable regulations for the transfer of oil (33 CFR 154-156):

EcoWerks

6200 Procter St. Extension
Port Arthur, TX 77642
Telephone: 409/962-7469
Website: www.ecowerks.com

or

Talen's Marine & Fuel

225 Pleasant Street
Lake Arthur, LA 70549
Telephone: 337/774-5480

Under the provisions of Annex V of Marpol 73/78 Port Reception Facilities for Ship's Garbage and separation on board vessels of various kinds of waste are required.

Garbage is defined as "all kinds of victual domestic and operational waste, excluding fresh fish and parts thereof, generated during the normal operation of the ship and liable to be disposed of continuously and periodically." The rules require ports or terminals to ensure the availability of facilities to receive ships generated garbage.

The following firm is licensed to contract its services for the receipt of ships generated garbage and is subject to the applicable regulations for the collection and disposal of such wastes. (33 CFR Parts 1515, 155, and 158: 46 CFR part 25, USDA Title 7 CFR 330.400 and Title 9 CFR 94.5).

(C) Triangle Marine Services

P.O. Box 8363
Lumberton, TX 77657
Telephone: 409/679-4608

EFFECTIVE: March 13, 2013

260

General rules applying to machinery:

All vessels, their owners, agents or stevedores, or others, hereinafter called "USER," using cranes or other equipment on the wharves are subject to the following conditions:

- (1) The Port Authority acts solely as the agent of the USER in engaging operators of cranes and other equipment.
- (2) Cranes and other equipment are under the USER's supervision and orders, and USER accepts responsibility and liability for any damage or injury to property or persons caused by the operation, including damage to Port Authority property.
- (3) User agrees to hold harmless and fully indemnify the Port Authority from any liability from personal injuries or property damage occasioned by the operation, use or possession of cranes and equipment, except for the terminal's own negligence or liability under Texas law, if any, and/or 46 CFR 514. For limits of liability see Item 175 (C).
- (4) User is required to show proof of adequate insurance protecting the operators of cranes and other equipment, the Port Authority and others from personal injury or property damage occasioned by the operation, use or possession of cranes and equipment.
- (5) The user will satisfy himself of the physical condition and capacity of cranes and other equipment and competency of the operators.
- (6) The Port Authority is not responsible for delays caused by breakdown of cranes or other equipment.
- (7) The Port Authority reserves the right to refuse to provide crane service or other equipment, or to terminate its use at any time.
- (8) Credit will be allowed for breakdowns occasioned by mechanical failure of Port Authority equipment when not due to misuse, abuse, overloading or carelessness of user. Credit will be cumulative and allowed on the basis of actual time lost.
- (9) All limits of liability as shown in this and all other items are as shown in Item 175 (C).
- (10) Use of privately owned cranes by stevedores requires prior approval by port's Director of Operations.
- (11) Privately owned cranes working on Port Authority Property will be charged \$35.00 per crane per calendar day for each day or partial day of crane usage.

- 265 Pallets:**
The Port Authority's loading/unloading contract stevedore is required to furnish pallets on which cargo will be placed in transit sheds.
- The stevedore named to load or unload the ship will have the use of the pallets, if desired, and is responsible for returning empty pallets to the shed.
- To reimburse loading/unloading contractor for stacking cargo in ship's berth and for use of pallets, a charge, per usage, will be assessed by the contractor against the stevedore loading and/or unloading the vessel, if the contractor's pallets are used.
- Charges will be invoiced to the stevedore loading and/or unloading the vessel with appropriate invoices submitted by the loading/unloading contractor. Payment of charges will be required within ten (10) days after receipt of invoices. Invoices outstanding in excess of thirty (30) days will result in loss of credit and all future shipments will require payment in advance of release of cargo to loading stevedore. See Item 530 for pallet charges.
- Approval for use of loading/unloading contractor's pallets for other than cargo operations must be granted and charges for such use agreed upon, in advance, by the contractor.

- 270 Free time:**
Thirty (30) days in sheds and on open wharves.
Thirty (30) days on all-weather open lots for high-cube cargo.
Thirty (30) days on all-weather open lots and off-wharf areas NOS.
Free time begins immediately upon placement on port facilities and each 24 hours or part thereof constitutes a days time, weekends and holidays not excluded.
- After expiration of free time, shed and wharf demurrage will be assessed at rates published in Item 545.

- 275 Dockage rules:**
Dockage will be charged from the time a ship, boat or barge makes fast to the wharf until the vessel vacates the berth. Shifting from one berth to another will not interrupt the time. Port Authority reserves the right to measure any vessel and use that measurement as the basis for dockage.
- Dockage will be charged for inland barges discharging or loading cargo directly to or from ship. For dockage charges, see Items 550-551.

- 280 Seafarers' Center:**
The Seafarers' Center is a nonprofit ecumenical organization providing recreational and cultural services and facilities without discrimination to seamen of all countries. The schedule of fees and charges is shown in Item 605.

286

Shed hire, exceptions:

Shed/wharf hire will not be charged:

- (1) Vessels not loading or discharging cargo.
- (2) When cargo is loaded/discharged directly to/from ships or barges and cars or trucks.
- (3) Barges or ships engaged in regular domestic service.

288

Line handling:

The service of line handling for mooring, unmooring, and shifting of vessels (barges are excluded unless specifically requested) is performed by Sabine Ship Services, Inc.

Charges for these services are as shown in Item 580.

- (C) Vessel's agents must place an order with the port at least two hours in advance and specify the time and wharf at which line handling is required. Orders may be cancelled up to two hours prior to the time at which the service is required, or charges will be assessed.

The steamship owner or charterer is responsible for payment of all charges for line handling, and billing will be against the vessel, with invoices made available by Sabine Ship Services, Inc., for assessment and collection.

All charges not paid by the vessel, its owner or charterer will be billed to the steamship agent for the vessel.

EFFECTIVE: July 1, 2011

290

Mixed shipments:

When two or more articles, having different loading/unloading rates are handled to/from the same car or truck, the charge on the total weight of the mixed shipment will be the rate applicable on the highest rates article in the shipment.

292

Grain wharf:

The Port of Beaumont's grain elevator and grain dock are operated under lease by Louis Dreyfus Corporation, which is responsible for establishing and collecting all charges for dockage, wharfage, line handling, shifting, fresh water, equipment, etc.

Berth applications and other communications are to be made directly to Louis Dreyfus Corporation Beaumont Elevator, 1745 Buford, Beaumont, TX 77701, 409/838-6251.

294 Responsibility for cleaning facilities:

Users of the wharves, transit sheds and other facilities of the port are held responsible for cleaning the property assigned to their use.

Stevedores and other users are expected to leave the wharves, sheds, and lots clean after using the facilities. Cleaning of wharves must be completed within 24 hours of completion of use or sooner if directed to do so by the Port Authority. Failure to do this work will result in the Port Authority performing this work, with the cost being charged to the responsible party at the rate of actual cost plus 20%.

Additionally, any user (including lessees) which has placed or left equipment in unauthorized areas (areas not approved by the Port Authority), shall be assessed charges at the rate of \$500.00 per day for each day said equipment remains in unauthorized area(s). Charges will commence 24 hours after notification of the responsible party said equipment is in an unauthorized area and will continue until the equipment is removed. The Port Authority reserves the right to remove or relocate said equipment at actual cost plus 20% in addition to the daily charge set forth above. The Port Authority does not assume any responsibility for the care of any equipment to which these charges apply.

295 Stevedore equipment:

Stevedores and other users are responsible for cleaning up their work areas and keeping these areas in a safe, clean condition. If not practical to remove forklifts, cranes and other equipment daily, this equipment will be stored and maintained in an area designated by the Port Authority.

296

Responsibility for charges and payment:

Wharfage, wharf demurrage, and loading and unloading are due from the shipper of the cargo, unless other prior arrangements are made with the Port Authority, and will be collected upon performance of these services.

All services rendered by the Port Authority for wharfage, dockage, wharf demurrage, shed and wharf hire, charges for providing water and electricity, charges for equipment rental, cleaning wharves and sheds, terminal storage and special services will be charged to the vessel owner, charterer, or operator.

Submission of a berth request by the steamship agent for the vessel that incurs the charges constitutes acceptance by the agent of all terms and conditions of this tariff and agreement to pay all charges against the vessel.

The Port Authority does not recognize the numerous shippers or consignees, and cannot attempt to collect or assist in collecting any port invoices or bills which may be passed on to shippers or consignees by the vessel, its owner or agent. Such bills must be paid regardless of when the vessel, its owner and agent are reimbursed. Any errors in the bills will be rectified by the Port Authority.

All invoices are rendered in accordance with this tariff and are due upon presentation. Failure to pay within 30 days may, at the option of the Port Authority, result in the responsible party being placed on the delinquent list. Any parties placed on the delinquent list may be denied further use of the Port Authority facilities until all outstanding charges have been paid.

The Port Authority reserves the right to estimate and collect, in advance, all charges which may accrue against vessels, their owners or agents, or other users of the facilities, or against cargo loaded or discharged by such vessels or other users of the facilities, whose credit has not been properly established with the Port Authority. Use of the facilities may be denied unless such advance payments or deposits are made.

Presentation of bills to owners or agents of vessels or to stevedores is executed as a matter of accommodation and convenience, and shall not constitute a waiver of the liens for charges furnished a vessel.

297

Removal of abandoned/objectable cargo:

The Port Authority reserves the right to move abandoned cargo and dispose of same after due notice, as well as remove freight or other material, which, in its judgment, is likely to damage other property. Removal and disposal of such cargo will be at the risk and expense of the owner.

298 (I)

Minimum charge:

The minimum invoice for any service or charge rendered by the Port of Beaumont is \$20.00.

EFFECTIVE: July 1, 2011

299

Storage:

The rates published by the Port of Beaumont do not include storing or warehousing any cargo. The port will not permit cargo to remain on its premises for an unlimited time regardless of such rates and charges published herein. When, in the judgment of the port, space is not available for cargo to remain on its premises after the expiration of free time, the port reserves the right to remove part or all of such cargo to any part of its facilities, or to send such cargo to a private or public warehouse at risk and expense of the cargo owner. The port reserves the right to take and retain possession of all cargo until charges are paid in full, and also reserves the right to sell cargo for unpaid terminal charges according to law. The port is not liable or responsible for any direct or consequential damages to cargo resulting from exercising its rights under this provision.

The port will, by previous arrangement, store cargo or other goods on port facilities for specific times. Rates for storage are published in item 609.

The port is not liable or responsible for any direct or consequential damages to goods stored on its premises.

300

Outdoor storage:

The Port of Beaumont reserves the right to determine if cargo is suitable for placement in outdoor open wharves or cargo lots, and will exercise the right when it is determined that this can be accomplished without damage or harm to the cargo and it is determined that space in covered transit sheds is not available. Normal free time for open wharves and lots (See Item 270) will be applied to cargo so handled. The port will endeavor to notify cargo owner(s) prior to placement in open areas. The port is not liable or responsible for any direct or consequential damages to cargo resulting from exercising its right under this provision.

EFFECTIVE: March 13, 2013

Port of Beaumont

Tariff 006

Section 3

Rates included herein are expressed in U.S. dollars per short ton of 2,000 lbs., unless otherwise specified.

UNLOADING**WHARFAGE****305****Port security surcharge**

A security surcharge will be assessed against and collected from all vessels, barges and cargo interests utilizing services or facilities at the Port of Beaumont in accordance with the notice filed with the Federal Maritime Commission by the Gulf Seaports Marine Terminal Conference.

The security surcharge is assessed to recover costs incurred for security assessments, security plans, equipment purchase, installation and maintenance and staffing required to implement and maintain surveillance and access controls mandated by the Maritime Transportation Security Act of 2002 and U.S. Coast Guard regulation 33 CFR 105.

The security surcharge will be assessed against ships and barges as a percentage of total dockage charged, and as a tonnage fee against cargo, with the exception of containers, which will be assessed on a per unit basis. The security surcharge will be assessed in addition to all other fees which may be due under this tariff, as follows:

SHIPS and BARGES: 8.5% of total dockage assessed per port call

CARGO (to be billed to the party paying the wharfage):

Breakbulk	\$.18 per ton*
Dry Bulk	\$.04 per ton*
Liquid Bulk	\$.04 per ton*
Containers	\$3.75 per box*
Vehicles	\$1.00 per vehicle*
Passengers	\$1.00 per passenger*

Users of Port of Beaumont services or facilities who withhold, refuse or otherwise fail to pay properly assessed security surcharges, shall be subject to all the collection terms and procedures contained in item 296 of this tariff. In addition, at the sole discretion of the Port of Beaumont, such users may be denied service or required to deposit estimated port charges in advance of using port authority facilities or receiving services.

EFFECTIVE: January 1, 2014

306 Finance charge

All invoices issued by the Port of Beaumont are due and payable upon presentation to vessels, their owners or agents, or any firms, persons or corporations using facilities under the operation of the Port of Beaumont.

Any invoice issued by the Port of Beaumont, which is unpaid thirty (30) days from the date the invoice is issued, shall be deemed to be delinquent.

Any invoices that are or become delinquent on or after thirty (30) days from the effective date of this amendment will be assessed an interest charge of twelve (12%) percent per annum of the amount of the invoice and shall be due and owing from the date of delinquency until paid. Such interest charges shall be calculated on a per annum basis of three hundred sixty five (365) days.

Additionally, should it become necessary for the Port of Beaumont to file suit to collect any delinquent invoices or to enforce any provision of this tariff, the party obligated herein to pay such invoices under this section or the party against whom enforcement of the tariff is sought consents to such suit being filed in the appropriate Judicial District Court, in Jefferson County, Texas, and further the party not prevailing shall be obligated to pay reasonable attorney fees incurred by the prevailing party.

310 Automobiles and trucks, etc:

POVs driven-on/off	\$31.00	\$2.60
--------------------	---------	--------

EFFECTIVE: March 1, 2012

315 All bagged commodities for human consumption:

USDA cargo

From railcars	\$11.07	\$.75
---------------	---------	-------

Palletized, from flatbed trucks	\$4.92	\$1.40
---------------------------------	--------	--------

N.O.S. to/from boxcars, vans, trucks or containers:

100 lbs and over	\$12.00	\$1.40
------------------	---------	--------

Minimum charge to load/unload loose bags to/from boxcars/trucks:

\$1,000.00

Note 1: See Item 615 - Clerking/Receiving
(Applies only to USDA cargo)

Note 2: See Item 530 - Charges for use of pallets

Note 3: Rates published in this item apply only from boxcars except as otherwise specified

Note 4: See Item 590 - Damage-free cars

Note 5: Rates published herein apply only to bags weighing 50 lbs. or more

Note 6: See Item 635, Maintenance charge

340	Commodities not otherwise shown, loose or in packages:		
		\$20.76	\$2.90
	On Pallets or pre-unitized:	\$9.10	\$2.90
	Non-hazardous, in super sacks: weighing 2,000 - 3,000 lbs. each	\$5.78	\$2.90

Note 1: Not applicable on vans, automobiles, trailers, including military ordnance vehicles.

345	Construction, mining and roadbuilding machinery, parts and related components, backhoes, bulldozers, construction (off highway) dump trucks, crawler cranes, crawler tractors, front-end loaders, mining dump trucks, truck and crawler drilling units, wheeled scrapers, parts and components.		
		\$7.97	\$2.60
	Vehicles exceeding 100,000 lbs., but less than 250,000 lbs.	\$20.12	\$2.60
	Self-propelled cargo, received/delivered by driver to/from point of rest:	\$28.00 per unit	\$2.60
	Construction machinery lifted	\$18.46	\$2.60

EFFECTIVE: March 7, 2012

346	Construction equipment, pump stations, parts and related components	\$10.11	\$2.60
	Self-propelled cargo received/delivered by driver to/from point of rest:	\$28.00 per unit	\$2.60
347	Containers per unit (Throughput)	\$75.00	\$40.00
348	Drilling rigs, parts and related components		
		\$7.97	\$2.60
	Drive-in, drop-off, winch-on, winch-off	\$30.28 per unit	\$2.60

(See Item 585)

370

Forest Products:

Lumber, in bundles, for forklift handling to of from flatbed trucks or rail flatcars

Loading or unloading, to/from flatbed equipment	\$6.31	\$1.40
-------------------------------------------------	--------	--------

Mats, weighing 500 to 2,000 lbs. per unit	\$6.90	\$1.40
-------------------------------------------	--------	--------

Newsprint	\$6.31	\$1.40
-----------	--------	--------

Paneling, in bundles loading only	\$7.54	\$1.40
-----------------------------------	--------	--------

Paper and paper products:

Containerboard, pulpboard, linerboard, sack paper, wrapping paper, in rolls or bales, to or from railcars or flatbed trucks	\$6.05	\$1.40
-----------------------------------------------------------------------------------------------------------------------------	--------	--------

Printing Paper	\$6.31	\$1.40
----------------	--------	--------

Wastepaper in bales	\$11.48	\$1.40
---------------------	---------	--------

Particleboard, gypsum wallboard and fiberboard, in bundles	\$6.31	\$1.40
------------------------------------------------------------	--------	--------

Pine veneer in bundles weighing 1,000 to 4,000 pounds for forklift handling to or from flatbed trucks or rail flatcars	\$5.24	\$1.40
------------------------------------------------------------------------------------------------------------------------	--------	--------

Plywood in bundles weighing 1,000 to 4,000 lbs. skidded or with dunnage to permit forklift handling to/from one car or truck to one location (see note 1)	\$4.65	\$1.40
-----------------------------------------------------------------------------------------------------------------------------------------------------------	--------	--------

Hardboard, in bundles suitable for handling by one forklift to boxcars, trucks	\$6.21	\$1.40
--------------------------------------------------------------------------------	--------	--------

Oversized bundles that do not allow handling by normal forklift means	\$6.42	\$1.40
-----------------------------------------------------------------------	--------	--------

Poles or pilings, 65' or less, in bundles, suitable for forklift Handling	\$5.99	\$1.40
---------------------------------------------------------------------------	--------	--------

In bundles, per truckload (a)	\$66.34 (a)	\$1.40
-------------------------------	-------------	--------

Loose	\$11.50	\$1.40
-------	---------	--------

Woodpulp:

In rolls		\$5.89
In bales, loose	\$9.63	\$1.40
In bales, unitized	\$4.12	\$1.40
If removal of unitizing wires is required	\$4.98	\$1.40
Tissue paper, in rolls suitable for forklift handling:	\$6.90	\$2.20
1. Surcharge for loading trucks and railcars requiring four or more separations	\$2.00	
2. Surcharge for loading lumber in bundles four feet long or less	\$2.00	
3. Surcharge for readjusting truck loads/weights to meet compliance with DOT regulations	\$50.00 per truck	
4. Surcharge for cleaning of railcars prior to loading, if necessary	\$125.00 per car	

Note 1:

The rates in this item apply only when cargo is presented for loading/unloading in condition that allows normal forklift handling. If the load shifts in transit, is not properly secured, banded, stripped, or for whatever reason is not able to be handled by normal forklift means, the entire car or truck will be set aside and handled at actual cost plus 20%.

EFFECTIVE: July 1, 2011

375

Metal articles, viz:

Billets, ingots, slabs	\$6.90	\$1.50
Coils:		
to/from flatbed cars/trucks:	\$7.70	\$1.50
to/from open top cars/trucks:	\$7.70	\$1.50
Pipe, in bundles not exceeding 40' in length:	\$7.86	\$2.10
Loose, N.O.S.	\$7.97	\$2.10
20" O.D. & over	\$6.21	\$2.10
Rail or track material:		
to/from flatbed cars/trucks	\$5.46	\$1.50
to/from open top cars/trucks	\$8.40	\$1.50
Rebar, not exceeding 40' in length		
to/from flatbed cars/trucks	\$6.69	\$1.50
to/from open top cars/trucks	\$7.86	\$1.50
over 40' in length		
to/from flatbed cars/trucks	\$8.19	\$1.50
to/from open top cars/trucks	\$10.41	\$1.50
Scrap, scrap alternative, i.e. HBI, pig iron, direct to/from rail cars, trucks (see Item 515):		\$1.50
Structural steel, N.O.S.	\$13.64	\$1.50
Chocked and bundled	\$7.86	\$1.50

NOTE: Applies only when cargo is received with stripping/dunnage in proper condition to allow handling with slings or forklifts. Not subject to **Item 585**.

380 (I) Military vehicles and ordnance only, viz:

Note, unless otherwise specified, these rates apply only to cargo handled for, and under the jurisdiction of, the 842nd Transportation Battalion, U.S. Army Surface Deployment and Distribution Command. For rates on other military cargo, see item 385 below.

Tracked vehicles, weighing:

under 50,000 lbs.	\$94.00 ea	\$1.80
over 50,000 lbs.	\$276.00 ea	\$1.80

Armored vehicles, construction equipment and heavy trucks

Driven to/from rail or truck	\$68.00 ea	\$1.80
Lifted to/from rail or truck	\$97.00 ea	\$1.80
Towed to/from rail or truck	\$86.00 ea	\$1.80

Military Vehicles, N.O.S., humvees, light trucks:

Driven to/from rail or truck	\$32.00 ea	\$1.80
Lifted to/from rail or truck	\$84.00 ea	\$1.80
Towed to/from rail or truck	\$68.00 ea	\$1.80

Note 1: See **Item 381** for securing military cargo in containers.

Container, van, conex throughput	\$72.00 ea	\$1.80
Chassis receipt/delivery	\$24.00 ea	\$1.80
Container, van on chassis	\$53.00 ea	\$1.80
Segregate containers	\$39.00ea	\$1.80
Aircraft, driven or towed on/off receiving/delivering carrier, flown in or out of terminal	\$30.00 ea	\$1.80
Lift on/off receiving/delivering carrier	\$204.00 ea	\$1.80
Boxed/crated parts	\$8.00	\$1.80

EFFECTIVE: June 1, 2013

381 Securing military cargo in containers

Charges for stuffing cargo into containers contained in **Item 382** do not include any expense for securing materials. Materials for securing will be billed at cost plus 20%.

382 Stuffing/stripping military cargo

The Port of Beaumont will provide all stuffing/stripping of military cargo to/from containers.

383 Lashing/unlashing military cargo

The Port of Beaumont will provide all lashing/unlashing of military cargo to/from railcars for the below listed per railcar rates. Rates are based on a railcar loading plan, including a cargo listing and railcar listing, to be provided by the 842nd Transportation Battalion by 3:00 p.m. on the prior day the service is requested.

Lashing to railcar	\$502.00 per railcar
--------------------	----------------------

Unlashing from railcar	\$403.00 per railcar
------------------------	----------------------

EFFECTIVE: June 1, 2013

385 Military cargo, other than cargo handled for, and under the jurisdiction of, the 842nd Transportation Battalion, U.S. Army Surface Deployment Command

Loading/unloading	(See items 380-382)
-------------------	---------------------

Wharfage	\$2.60
----------	--------

Note: Charges for loading/unloading cargo do not include the services of a truck or rail coordinator coordinating the loading of specific pieces to specific trucks or railcars. It is strongly suggested that the carrier have on site such a coordinator during the loading of their cargo. When, in the opinion of the Director of Operations, such services are required and not provided for by the carrier, the port will hire a clerk to provide such services and invoice that charge back to the carrier at cost plus 20% - as per item 510 of this tariff.

EFFECTIVE: October 10, 2012

451 Project Cargo suitable for forklift handling	\$10.17	\$2.60
Requiring crane	\$18.46	\$2.60

470

Wind Turbine Equipment, parts and related components

Loading/Unloading (Crane required):	\$18.19 per short ton
Loading/Unloading (Suitable for forklift):	\$10.97 per short ton
Loading/Unloading (Blades or Blade Molds)	\$1.87 per cbm
Wharfage:	\$2.75 W/M

Note 1. All handling is on the basis of lift to/from truck/railcar only. Movement within the port to accommodate loading/unloading is not included and will be charged on the basis of a special quote.

Note 2. Tariff Demurrage and Free time rules for wind energy equipment do not apply. Contact port staff for quotation.

See Item 585.

Rates pursuant to Gulf Seaports Marine Terminal Conference.

475

Liquid bulk petroleum

Transferred between barges and ships. .50 per ton

EFFECTIVE: October 1, 2011

EFFECTIVE: January 1, 2014

Port of Beaumont

Tariff 006

Section 4

505 Stevedore Fees

Franchise fee:

Bulk and general cargo \$7,500.00

Bulk cargo only \$2,500.00

Annual fee:

Bulk and general cargo \$2,000

Bulk cargo only \$1,000

510 Miscellaneous:

Unless otherwise specifically provided in this tariff, services of a miscellaneous nature will be performed by the Port Authority on the basis of actual cost of labor, supervision, equipment, supplies and materials plus 20%, subject to a minimum charge of \$50.00 for each service, or at a flat rate price agreed to by both parties. Such services will include, but are not limited to bracing, blocking, securing or dunnaging cargo in railcars or trucks, segregation of cargo, removing or replacing bands, applying, removing or changing marks, cleaning of transportation equipment and disposal of debris, repairs to facilities and equipment, removal of or relocation of fences, posts and other obstructions to facilitate the movement of cargo for which there has not been a rate established in this tariff, and the procurement of supplies and services for third parties.

520

Port Authority equipment - cranes

(1) Truck crane, 200-ton	S.T. per hour	\$350.00
	O.T. per hour	\$400.00
(2) Gantry crane, 60-ton	S.T. per hour	\$350.00
	O.T. per hour	\$400.00
(3) Mobile Harbor Crane	S.T. per hour	\$650.00
	O.T. per hour	\$700.00
Cranes, minimum charge	4 hours	

Rates quoted include fuel and operator(s) and are based on crane's standard "as is" configuration (Truck crane - 120 foot boom and 100-ton block; gantry crane - 90 foot boom and 60-ton block.) Charge for re-rigging crane to alternate boom configuration, and returning to standard configuration, if required, will be billed to party ordering crane.

Charge for re-rigging crane: \$4,000.00

When port cranes are available and not used, and privately-owned cranes are used without express permission from the port's Director of Operations, the above charges will apply. (See Item 260)

(3) Taylor lift machine, 40-ton, per hour \$200.00
Includes fuel, min. two hours notice
required for
re-rigging.

PORTABLE LIGHT TOWERS:**FOUR LAMP**

Per 24-hour day \$80.00

EFFECTIVE: July 1, 2011

525

Office space:

The Port Authority will provide office space, when available, for the use of stevedores or other parties to support cargo operations. The daily rate for the use of stevedore offices is \$50.00 per day. Other rates and terms are available on request. User is responsible for utilities, furnishings, maintenance, cleaning, telephone, etc. Users of stevedore's offices are responsible for all long distance telephone calls, for damages, and for picking up and returning office keys and telephones.

EFFECTIVE: July 1, 2011

526

This item deleted in its entirety.

527 This item deleted in its entirety.

EFFECTIVE: July 1, 2011

530 Charges for use of pallets:

To reimburse loading/unloading contractor for stacking cargo in ship's berth and for use of pallets, a charge of \$2.50 per ton, per usage, will be assessed by the contractor against the stevedore loading and/or unloading the vessel. Use of pallets is limited to 120 calendar days. Charges for use of pallets after the first 120 days will be \$0.60 per ton per 90-day period or fraction thereof.

535 Fleetings:

LASH and river/Intracoastal barges that are fleeted and held in port, loaded or empty, will be assessed a fleeting charge:

LASH	\$50.00 per day
River/Intracoastal	\$100.00 per day

EFFECTIVE: July 1, 2011

540 Electricity:

Installation, straight time	\$40.00
Installation, overtime	\$50.00
Per Kilowatt hour	\$0.60
Minimum charge, straight time	\$40.00
Minimum charge, overtime	\$50.00

EFFECTIVE: July 1, 2011

545 Shed, wharf and open wharf demurrage:

After expiration of free time (See item 270)

Cargo on open wharves and all weather open lots	\$0.12 per ton per day
NOS	\$0.50 per ton per day
High-cube cargo, in transit sheds	\$0.80 per ton per day
High-cube cargo, on wharves or all weather open lots	\$0.50 per ton per day

EFFECTIVE: July 1, 2011

- 550 Dockage charges:**
 Dockage for all ships, barges and watercraft, except as otherwise provided, will be charged on the length overall (L.O.A.) in feet shown in Lloyd's Register of Shipping, and will be on the following basis:

Length in overall feet	Rate (per foot per 24-hour day)
0 - 199	\$2.63
200-399	\$3.45
400-499	\$4.90
500-599	\$6.40
600-699	\$7.33
700-799	\$9.44
800-899	\$11.36
900 & over	\$13.59

Dockage for ships loading bulk grain at the port's grain elevator will be assessed by **Louis Dreyfus Corporation**.

Minimum charge: \$250.00 per day
 Barges - See Item 551

Rates pursuant to Gulf Seaports Marine Terminal Conference.

EFFECTIVE: January 1, 2011

- 551 Dockage charges - non self-propelled inland waterway barges**

Length overall in feet	Rate per 24-hour day
75 feet and under	\$150.00
76 - 200 feet	\$250.00
201 feet and over	\$350.00

EFFECTIVE: July 1, 2011

- 555 Dockage exceptions:**
 Dockage for vessels waiting due to unavailability of berth or cargo, idle vessels or vessels undergoing repair will be charged at the rate of 75% of usual applicable dockage, upon request of the vessel agent, owner, charterer or operator. When such vessels commence loading or when cargo becomes available, dockage will be assessed at the full rate. Any agreement for reduced dockage under this provision must be approved, in advance of the vessel's sailing, by the port's director of operations.

570

Shed/wharf hire

Shed/wharf hire will be based on the quantity of cargo loaded or discharged at each berth as follows:

Under 1,000 tons	\$500.00
1,001 - 5,000 tons	\$900.00
5,001 - 10,000 tons	\$1,400.00
10,001 - 20,000 tons	\$2,000.00
Over 20,000 tons	\$2,200.00

(See also Item 296)

EFFECTIVE: July 1, 2011

575

Water service

Installation, straight time	\$60.00
Installation, overtime	\$90.00
Per 1,000 gallons	\$6.00
Minimum charge, straight time	\$60.00
Minimum charge, overtime	\$90.00

EFFECTIVE: July 1, 2011

580 (I) Line Handling Charges
Mooring/Unmooring, per service:

Straight time	\$263.00 per hour
Overtime	\$394.00 per hour

Standby time - One hour is allowed beyond specific time for which line handlers are ordered.

Charges for standby time beyond first hour:

Straight time	\$165.00 per hour
Overtime	\$230.00 per hour

Shifting between berths:

Straight time	\$165.00 per hour
Overtime	\$230.00 per hour

Vessels shifting more than 500 feet to an adjoining dock requiring mooring lines to be carried down the dock will be charged an additional \$83.00.

There will be an additional charge of \$8.00 for each cable (wire rope) handled at mooring, unmooring, and shifting.

Orange County Facilities:

Regular linehandling charges will apply at OC1, provided lineboat is not required. If lineboat is required, the following charges will apply:

Straight time	\$861.00 per hour
Overtime	\$1,076.00 per hour

Standby time - One hour is allowed beyond specific time for which line handlers are ordered.

Charges for standby time beyond first hour:

Straight time/overtime	\$230.00 per hour
------------------------	-------------------

Note: Requirement for a lineboat must be given when order is placed.

Penalty:

All vessels, their owners or agents, are responsible for payment of charges for line handling within 30 days after invoice date.

After 30 days, a 1.5% penalty charge will be assessed on the total invoice amount. Failure to pay total after 90 days will result in loss of credit.

EFFECTIVE: September 1, 2013

585

Heavy lift charge

When shipments contain pieces weighing 10,000 pounds or more, the following charges will apply in addition to the handling charges:

10,000 lbs. - 20 tons	\$1.40 per ton
Over 20 tons - 35 tons	\$3.50 per ton
Over 35 tons - capacity of port crane	\$5.75 per ton

Shipments beyond capacity of port crane will be handled at actual cost plus 20%.

EFFECTIVE: September 1, 2012

590

Damage free rail equipment

The Port Authority will unload cargo presented in damage-free or load-divider railroad equipment at actual cost plus 20%.

This charge will be assessed in lieu of unloading charges published elsewhere in this tariff.

595

Overtime

Work performed on overtime will be billed at 150% of regular charges, plus appropriate labor guarantees.

Double time will be charged for work performed during meal hours: 12:00 Noon to 1:00 PM, 6:00 to 7:00 PM, 12:00 Midnight to 1:00 AM, and 6:00 to 7:00 AM, on the basis of 200% of regular charges, plus appropriate labor guarantees.

600

Use of areas in transit sheds

Areas inside the transit sheds will be assigned, on a space-available basis, by the Director of Operations. The charge for the use of this space will be 25 cents per square foot per month.

EFFECTIVE: July 1, 2011

605

Seafarers' Center of Beaumont

The owner, operator or charterer of all ships using the facilities of the Port of Beaumont will be assessed a fee of \$85.00 per ship call to cover charges for the services of the Seafarers' Center of Beaumont.

609

Item deleted in its entirety.

EFFECTIVE: July 1, 2011

610

Land rental

Subject to availability and Port Director's approval, land may be leased on a short term basis.
Call for rates and availability.

615

Clerking/receiving

For the services of clerking and receiving export bagged agricultural cargo in transit sheds, the port will assess a charge of 75 cents per ton against the stevedore loading the vessel.

Note: Applies only to USDA cargo.

620

Placing bagged cargo in super sacks

When bagged cargo is placed in super sacks when being unloaded from boxcars, a charge as follows will be assessed: \$4.00 per ton (see notes 1 and 2).

Note 1: Charge does not include furnishing of super sacks.

Note 2: Requires prior notification of the port.

630

Facilities cleaning

See Item 294

0 tons and under 2,500 tons	\$750.00
2,500 tons and under 5,000 tons	\$900.00
5,000 tons and under 7,500 tons	\$1,100.00
7,500 tons and under 10,000 tons	\$1,150.00
10,000 tons and under 15,000 tons	\$1,250.00
15,000 tons and under 20,000 tons	\$1,900.00
20,000 tons and under 25,000 tons	\$2,500.00
25,000 tons and over	\$4,000.00

If, in the opinion of the Director of Operations, facilities require cleaning beyond ordinary means, or excessive use of the equipment for disposal, cleaning will be charged at the rate of actual cost plus 20%.

LASH/River barge	\$200.00 each
Ocean-going barges towed or pushed by ocean tugs	\$400.00

EFFECTIVE: July 1, 2011

635

Maintenance charge

A maintenance charge of 30 cents per short ton will be assessed to the stevedore loading USDA cargo, to ensure cleanliness and sanitary conditions.

EFFECTIVE: July 1, 2011

EFFECTIVE: September 1, 2013